

भारत का राजपत्र The Gazette of India

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NEW DELHI, SATURDAY, OCTOBER 10, 1987/ASVINA 18, 1999

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांख्यिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than
the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली 22 सितम्बर, 1987

आदेश

का आ 2719—केन्द्रीय सरकार, दिल्ली विशेष पुलिस
स्थापन अधिनियम, 1946 (1946 का 25) की धारा
6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त
शक्तियों का प्रयोग करने हुए, पंजाब सरकार की सहमति
से दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों
और अधिकारिता का विस्तार, भारतीय दंड संहिता की धारा
302 के अधीन दण्डनीय अपराधों और उक्त अपराधों के
संबन्ध में या उनसे सशक्त प्रयत्नों, दुष्प्रेरणों और षड्यंत्रों
तथा पंजाब राज्य में जालन्धर के पुलिस थाना प्रमंडल—
स 6 में दर्ज प्रथम इतिला रिपोर्ट सं 136 तारीख
7 अगस्त 1985 के संबन्ध में उन्हीं तथ्यों से उत्पन्न होने
वाले उन्हीं सव्यवहारों के क्रम में किए गए किन्हीं अन्य

अपराधों के अन्वेषण के लिए, संपूर्ण पंजाब राज्य पर कर्तव्य
है।

[संख्या 228/21/87-ए वी डी(II)]

जी सीतारामन अवसर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS

(Department of Personnel & Training)

New Delhi the 22nd September 1987

ORDER

SO 2719—In exercise of the powers conferred by sub-
section (1) of section 5, read with section 6 of the Delhi
Special Police Establishment Act, 1946 (25 of 1946), the
Central Government with the consent of the Government of
Punjab hereby extends the powers and jurisdiction of mem-
bers of the Delhi Special Police Establishment to the whole
of the State of Punjab for investigation of offences punishable
under section 302 of the Indian Penal Code (45 of 1860)
and attempts abetments and conspiracies in relation to or in
connection with the said offence and any other offences com-
mitted in the course of the same transaction arising out of
same facts in regard to crime FIR No. 136 dated the 7th
August 1985 registered at the Police Station Division No. 6
of Jalandhar in the State of Punjab

[No 228/21/87-AVD II]

G. SITARAMAN Under Secy

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 21st September, 1987

REVISED CORRIGENDUM

S.O. 2720.—In Notification No. 7246 (F. No. 261/87-ITJ) dated 15-4-87, the Central Board of Direct Taxes notifies the following addition in the jurisdiction of Commissioner of Income-tax (Appeals)-II, Hyderabad at S. No. 2 on page 1 in Col. 3 as item No. 6 :—

"6. Spl. Inv. Cir-II, Hyderabad."

This will take effect from 15-4-1987.

[F. No. 261/87-ITJ]

K. P. GANGULI, OSD(I)

Central Board of Direct Taxes

भारतीय रिज़र्व बैंक

(ग्रामीण आयोजना और ऋण विभाग)

बंबई, 10 सितम्बर 1987

का. आ. 2721.—भारतीय रिज़र्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय रिज़र्व बैंक एतद्वारा क्षेत्रीय ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) के अंतर्गत गठित समस्त क्षेत्रीय ग्रामीण बैंकों को भारतीय रिज़र्व बैंक अधिनियम, 1934 की धारा 42 की उपधारा (1) के परंतुक के उपबंधों से 2 अक्टूबर, 1987 से 31 दिसम्बर, 1988 तक की और अवधि के लिए मुक्त करता है।

[आर पी सी डी नं. आर एफ. 254/324-86/87]

RESERVE BANK OF INDIA

(Rural Planning and Credit Department)

Bombay, the 10th September, 1987

S.O. 2721.—In exercise of the powers conferred by sub-section (7) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Reserve Bank of India hereby exempts all Regional Rural Banks constituted under the Regional Rural Banks Act, 1976 (21 of 1976) from the provisions of the proviso to sub-section (1) of Section 42 of the Reserve Bank of India Act, 1934 for a further period commencing from 2nd October, 1987 to 31st December, 1988.

[RPCD. No. RF. 254/324-86/87]

का. आ. 2722.—भारतीय रिज़र्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय रिज़र्व बैंक एतद्वारा क्षेत्रीय ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) के अंतर्गत गठित समस्त क्षेत्रीय ग्रामीण बैंकों को भारतीय रिज़र्व बैंक अधिनियम, 1934 की धारा 42 की उपधारा (1ए) के उपबंधों से 12 नवम्बर, 1987 से 31 दिसम्बर, 1988 तक की और अवधि के लिए मुक्त करता है।

[आर पी सी डी नं. आर एफ. 255/324-86/87]

यू. के. शर्मा, कार्यपालक निदेशक

S.O. 2722.—In exercise of the powers conferred by sub-section (7) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Reserve Bank of India hereby exempts all Regional Rural Banks constituted under the Regional Rural Banks Act, 1976 (21 of 1976) from the provisions of sub-section (1A) of Section 42 of the Reserve Bank of India Act, 1934 for a further period commencing from 12th November, 1987 to 31st December, 1988.

[RPCD. No. RF. 255/324-86/87]

U. K. SARMA, Executive Director

वित्त मंत्रालय

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 14 सितम्बर, 1987

का. आ. 2723.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री डी. डी. जोशी को, जिनकी धारा 11 की उपधारा (1) के तहत शोलापुर ग्रामीण बैंक, शोलापुर के अध्यक्ष के रूप में नियुक्ति की तीन वर्ष की पहली अवधि, 31-1-87 को समाप्त हो गई है, 1-2-87 से प्रारम्भ होकर 25-6-87 को समाप्त होने वाली अवधि के लिए उक्त बैंक का पुनः अध्यक्ष नियुक्त करती है।

[संख्या एफ. 2-10/87-आर. आर. बी.]

MINISTRY OF FINANCE

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 14th September, 1987

S.O. 2723.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby reappoints Shri D. D. Joshi whose earlier tenure of three years appointment under sub-section (1) of section 11 had expired on 31st January, 1987 as the Chairman of Solapur Gramin Bank, Solapur for a further period commencing from 1st February, 1987 and ending with 25th June, 1987.

[No. F. 2-10/87-KRB]

का. आ. 2724.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री पी. वी. मेहता को शोलापुर ग्रामीण बैंक, शोलापुर का अध्यक्ष नियुक्त करती है तथा 26-6-87 से प्रारम्भ होकर 30-6-90 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री मेहता अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एफ. 2-10/87-आर आर बी]

प्रवीण कुमार तेजयान, अवर सचिव

S.O. 2724.—In exercise of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri P. V. Mehta as the Chairman of the Solapur Gramin Bank, Solapur and specifies the period commencing on the 26th June, 1987 and ending with the 30th June, 1990 as the period for which the said Shri Mehta shall hold office as Chairman.

[No. F. 2-10/87-KRB]

P. K. TEJYAN, Under Secy.

नई दिल्ली, 22 सितंबर, 1987

New Delhi, the 22nd September, 1987

का.आ. 2725.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजन के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में संलग्न अनुबन्ध में सूचीबद्ध बैंकों के कार्यालयों को, जिनके कर्मचारी वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[संख्या ई-11017/1/87-हिन्दी (1)]

मन्त्रेश्वर झा, संयुक्त सचिव

अनुबंध

1. भारतीय स्टेट बैंक,
स्टाफ प्रशिक्षण केन्द्र,
होटल नन्दनवन, स्टेशन रोड,
औरंगाबाद-431001
2. स्टेट बैंक आफ गोवा,
सुरत (मुख्य) शाखा,
मोती सिनेमा के पास
बेगमपुरा, सुरत (गुजरात)
पिन-395001
3. स्टेट बैंक आफ बिकानेर एंड जयपुर
दिल्ली अंचल कार्यालय
कमल थियेट्र बिल्डिंग
सफदरजंग एन्क्लेव,
नई दिल्ली-110016
4. स्टेट बैंक आफ बिकानेर एंड जयपुर
औद्योगिक क्षेत्र चरण, प्रथम,
नई दिल्ली क्षेत्रीय कार्यालय

स्टेट बैंक आफ पटियाला

उत्तर प्रदेश

5. गांधी नगर, मुरादाबाद,
6. फिरोजाबाद
7. सहारनपुर
- हरियाणा
8. सेक्टर-24, फरीदाबाद

स्टेट बैंक आफ हैदराबाद

9. बीड (मुख्य शाखा)
बीड-431122
10. मंडल कार्यालय
कैलाश मोटर्स बिल्डिंग,
जालना रोड,
औरंगाबाद-431001
11. मंडल कार्यालय, क्षेत्र 1,
कैलाश मोटर्स बिल्डिंग,
जालना रोड,
औरंगाबाद-431001

S.O. 2725.—In pursuance of sub-rule 4 of rule 10 of the Official Languages (use for official purposes of the union) Rules, 1976 the Central Government hereby notifies the offices of the banks listed in the attached Annexure, the staff whereof have acquired the working knowledge of Hindi.

[No. E. 11017/1/87-Hindi (I)]

MANTRESHWAR JHA, Jt. Secy.

ANNEXURE

1. State Bank of India,
Staff Training Centre,
Hotel Nandanvan, Station Road,
Aurangabad-431 001.
2. State Bank of Saurashtra,
Surat (Main) Branch,
Near Moti Cinema,
Begampura, Surat (Gujarat)
Pin-395 001
3. State Bank of Bikaner & Jaipur,
Delhi Zonal Office,
Kamal Theatre Building,
Safdarjung Enclave,
New Delhi-110 016.
4. State Bank of Bikaner And Jaipur,
Industrial Area Phase-I,
New Delhi Regional Office,

STATE BANK OF PATIALA

UTTAR PRADESH

5. Gandhi Nagar, Moradabad.
6. Ferozabad.
7. Saharanpur.

HARYANA

8. Sector-24, Faridabad.

STATE BANK OF HYDERABAD

9. Beed (Main Branch)
Beed-431 122.
10. Divisional Office, Kailash Motors Building,
Jalana Road,
Aurangabad-431 001.
11. Divisional Office, Area-1,
Kailash Motors Building,
Jalna Road,
Aurangabad-431 001.

12. मंडल कार्यालय, क्षेत्र 2,
कैलाश मोटर्स बिल्डिंग,
जालना रोड,
औरंगाबाद-431001
13. अंबड शाखा-431204
जिला—जालना
14. पुराना जालना शाखा-431203
जिला—जालना
15. पारध शाखा
तालुका—भोकरदन
जिला—जालना
16. पारतूर शाखा-431501
जिला—जालना
17. नागेवाडी शाखा-431203
जिला—जालना
18. अहमदनगर शाखा-414001
प्रेमधन, तेलिकनथ,
जिला—अहमदनगर
19. बरडीया शाखा-390005
अशोक अपार्टमेंट, ग्राउंड फ्लोर,
अकोटा मेन रोड,
दिनेश मिल कॉर्नर के पास,
जिला—बरडीया-390005
20. शहागारह शाखा-431205
विया बडिगोदरी,
तालुका—अंबड
जिला—जालना
21. शास्त्रीनगर शाखा,
औरंगाबाद-431001
22. अष्टी-दोतारजोडा शाखा-431512
तालुका—पारतूर
जिला—जालना
23. मंठा शाखा-431504
तालुका—पारतूर
जिला—जालना
24. भोकरदन शाखा-431203
जिला—जालना
25. घोंडराई शाखा-431143
तालुका—गेवराई
जिला—बीड
26. मुख्य शाखा, जालना
जिला—जालना
27. देवलगांव—राजा शाखा,
मोहरा रोड,
देवलगांवराजा-443204
28. पुणे शाखा-411030
गोखले हॉल के सामने
लक्ष्मी रोड, पुणे
29. कान्हनवाडी शाखा,
वाल्मी, जिला—औरंगाबाद
30. कृषि विकास शाखा, बीड-431122
जिला—बीड
12. Divisional Office, Area-2
Kailash Motors Building,
Jalna Road,
Aurangabad-431 001.
13. Ambad Branch-431 204
Dist.-Jalna.
14. Purana Jalna Branch-431 203.
Dist.-Jalna.
15. Paradh Branch,
Taluka-Bhokardan,
Dist.-Jalna.
16. Partoor Branch-431 501,
Dist.-Jalna.
17. Nagewadi Branch-431 203.
Dist.-Jalna.
18. Ahamadnagar Branch-414 001,
Premdhan, Tel'iknanath,
Distt.-Ahamadnagar.
19. Baroda Branch-390005,
Ashok Apartment, Ground floor,
Akota Main Road,
Near Dinesh Mill Corner,
Distt. Baroda-390 005.
20. Shahagarh-541 205.
Via-Badigodari,
Taluka-Ambad,
Distt.-Jalna.
21. Shastri Nagar Branch,
Aurangabad-431 001.
22. Ashti-Dotarjoda Branch-431512.
Taluka-Partoor,
Distt.-Jalna.
23. Mantha Branch-431 504.
Taluka-Partoor,
Distt.-Jalna.
24. Bhokardan Branch-431 203,
Distt.-Jalna.
25. Ghondrai Branch-431 143,
Taluka-Gewrai,
Distt.-Beed.
26. Main Branch, Jalna,
Distt.-Jalna.
27. Dewalgaon-Raja Branch,
Monrha Road,
Dewalgaon Raja-443 204
28. Pune Branch-411 030,
Opposite Gokhle Hall,
Lakshmi Road, Pune.
29. Kanchanwadi Branch,
Walmi, Distt. Aurangabad.
30. Agriculture Development Branch-431 122,
Distt.-Beed.

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| 31. यमनखे शाखा-413207
तालुका—पाटोदा
जिला—बीड | 31. Amalner Branch-413 207,
Taluka-Patauda,
Distt.-Beed. |
| 32. चासला शाखा-431126
जिला—बीड | 32. Chausala Branch-431 126,
Distt.-Beed. |
| 32. करा शाखा-414202
तालुका—अष्टी
जिला—बीड | 33. Kara Branch-414 202,
Taluka-Ashti,
Distt.-Beed. |
| 34. माजलगाँव शाखा-431131
जिला—बीड | 34. Majalgaon Branch-431 131,
Distt.-Beed. |
| 35. मकनूर शाखा
जिला—बीड | 35. Maknoor Branch,
Distt.-Beed. |
| 36. परली-बाजनाथ शाखा-431515
तालुका—अंबाजोगाई
जिला—बीड | 36. Parli-Bajnath Branch-431 515,
Taluka-Ambajogai,
Distt.-Beed. |
| 37. अजन्था शाखा-431117
तालुका—सिल्लोद
जिला—औरंगाबाद | 37. Ajantha Branch-431 117,
Taluka-Sillod,
Distt.-Aurangabad. |
| 38. तामसा शाखा-431713
तालुका—हदगाँव
जिला—नांदेड | 38. Tamsa Branch-431 713,
Taluka-Hadgaon,
Distt.-Nanded. |
| 39. अंबाजोगाई-431517
जिला—बीड | 39. Ambajogai-431 517,
Distt.-Beed. |
| 40. अष्टी शाखा-414203
जिला—बीड | 40. Ashti Branch-414 203,
Distt.-Beed. |
| 41. धरुर शाखा-431124
तालुका—केज
जिला—बीड | 41. Dharur Branch-431 124,
Taluka-Kej,
Distt.-Beed. |
| 42. गेवराई शाखा-431127
जिला—बीड | 42. Gewrai Branch-431 127,
Distt.-Beed. |
| 43. केज शाखा-431123
जिला—बीड | 43. Kej Branch-431 123,
Distt.-Beed. |
| 44. मादलमोही शाखा
तालुका—गेवराई
जिला—बीड | 44. Madalmohi Branch,
Taluka-Gewrai,
Distt.-Beed. |
| 45. पाटोदा शाखा-414204
जिला—बीड | 45. Patoda Branch,414 204,
Distt.-Beed. |
| 46. अडोल शाखा-431121
तालुका—पैठण
जिला—औरंगाबाद | 46. Adool Branch-431 121,
Taluka-Paithan,
Distt.-Aurangabad. |
| 47. चिकलठाणा शाखा
इन्डस्ट्रियल इस्टेट एरिया.
जिला—औरंगाबाद-431120 | 47. Chikalthana Branch,
Industrial Estate Area,
Distt.-Aurangabad-431 120. |
| 48. कान्ठोनसेट शाखा, औरंगाबाद,
औरंगाबाद-431002 | 48. Cantt. Branch, Aurangabad,
Aurangabad-431 002. |
| 49. चिकलठाणा ग्रामीण शाखा-431103
तालुका—पैठण
जिला—औरंगाबाद | 49. Chikalthana Rural Branch-431 103,
Taluka Paithan,
Distt.-Aurangabad. |
| 50. खुलुताबाद शाखा-431101
जिला—औरंगाबाद | 50. Kbulutabad Branch-431 101,
Distt.-Aurangabad. |
| 51. लासूर शाखा 423702
तालुका—गंगापूर
जिला—औरंगाबाद | 51. Lasur Branch-423 702,
Taluka-Gangapur,
Distt.-Aurangabad. |
| 52. पैठण शाखा-431101
जिला—औरंगाबाद | 52. Paithan Branch-431 101,
Distt.-Aurangabad. |

53. वैजापुर शाखा-423 701
जिला—औरंगाबाद
54. मुख्य शाखा, शहागंज
औरंगाबाद-431 001
55. चेम्बूर शाखा-400 071
क्रीमोडी, प्लॉट नं. 203,
ओ.के. सन्धू मार्ग,
चेम्बूर पोस्ट ऑफिस के करीब,
चेम्बूर—बम्बई
56. स्टेशन रोड शाखा,
औरंगाबाद-431 001
57. गंगानर शाखा-431 109
जिला—औरंगाबाद
58. कन्नड़ शाखा-431 103
जिला—औरंगाबाद
59. नागद शाखा-431 146
तालुका—कन्नड़
जिला—औरंगाबाद
60. सिल्लोड शाखा-431 112
जिला—औरंगाबाद
61. इस्मारवाडी शाखा-431 148
सी एफ सी. बिल्डिंग
साखर कारखाना,
तालुका—पैठण
जिला—नांदेड
62. अंधेरी शाखा-400 058
पहली मंजिल, हरिश कमर्शियल,
प्रिमास्लेस को-ऑपरेटिव सोसाइटी,
रेलवे स्टेशन के सामने,
स्वामी विवेकानंद रोड,
अंधेरी बम्बई-400 058
63. घाटकोपर-400 077
लील निवास, तिलक रोड,
घाटकोपर (पूर्व)
बम्बई 400 077
64. कलिना शाखा-400 029
गोल्डन एरो अपार्टमेंट
कुर्ला कलिना रोड,
कलिना बम्बई-400 029
65. विले पारले शाखा-400 057
पुष्पक, गोमंतक हॉल के पास
मालवीया रोड
विले पारले (पूर्व)
बम्बई 400 057
66. दादर शाखा
शिव वैभव, मध्यवर्ती गृहकारी ग्राहक
भंडार बिल्डिंग, भवानी शंकर रोड,
दादर, बम्बई-400 028
67. मुलुंड शाखा
सर्वे नं. 163/2, गोकुले रोड,
मुलुंड (पूर्व), बम्बई-400 081
68. अहमदाबाद शाखा
शक्कर ओनर असोसिएशन, कृष्णा बाग,
मनिनगर, अहमदाबाद-380 008
53. Vaijapur Branch-423 701.
Distt. Aurangabad.
54. Main Branch, Shahganj.
Aurangabad-431 001.
55. Chembur Branch-400 071,
Comodi, Plot No. 203,
O.K. Sandhu Marg,
Near Chembur Post Office,
Chambur-Bombay.
56. Station Road Branch,
Aurangabad-431 001.
57. Gangapur Branch-431 109,
Distt.-Aurangabad.
58. Kannada Branch-431 103,
Distt. Aurangabad.
59. Nagad Branch-431 146
Taluka-Kannada,
Distt.-Aurangabad.
60. Sillod Branch-431 112,
Distt.-Aurangabad.
61. Issarwadi Branch-431 148,
C.F.C. Building,
Sakhar Karkhana,
Taluka-Paithan,
Disit.-Nanded.
62. Andheri Branch-400 058,
1st Floor, Harish Commercial
Premises Cooperative Society,
Opposite Railway Station,
Swami Vivekanand Road,
Andheri, Bombay-400 058.
63. Ghatkopar-400 077,
Leel Niwas, Tilak Road,
Ghatkopar (East).
Bombay-400 077.
64. Kalina Branch-400 029.
Golden Aero, Apartment,
Kurla-Kalina Road,
Kalina-Bombay-400 029.
65. Vile-Parle Branch-400 057,
Near Pushpak, Gomantak Hall,
Malviya Road,
Vile-Parle (East),
Bombay-400 057.
66. Dadar Branch,
Shiv Vabhav, Madhyavarti
Sahakari Grahak Bhandar Bldg.,
Bhawani Shankar Road,
Dadar, Bombay-400 028
67. Mulund Branch.
Survey No. 163/2, Gokhle Road,
Mulund (East), Bombay-400 081.
68. Ahmadabad Branch,
Shakkar Owner Association,
Kirshna Bagh,
Maninagar, Ahmadabad-380 008.

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| 69. मांडवी शाखा-400009
262/270, नारसिनाथ स्ट्रीट,
भट्टा बाजार, बम्बई-400 009 | 69. Mandavi Branch-400 009,
262/270, Narsinath Street,
Bhatta Bazar, Bombay-400 009. |
| 70. 265, शाहीद भगतसिंह रोड,
पोस्ट बॉक्स नं. 635,
बॉलार्ड ईस्टेट शाखा,
बम्बई 400001 | 70. 265, Shahid Bhagat Singh Road,
Post Box No. 635,
Ballard Estate Branch,
Bombay-400 001. |
| 71. जुहु शाखा, परल अपार्टमेंट
स्ट्री. जोसेफ हाईस्कूल के सामने,
जुहु रोड, पोस्ट बॉक्स नं. -8279,
बम्बई 400049 | 71. Juhu Branch, Paral Apartment,
Opp. St. Joseph High School,
Juhu Road, Post Box Bo. 8279,
Bombay-400 049. |
| 72. सायन शाखा
ओम जयलक्ष्मी प्लॉट नं. 201,
सायन (ईस्ट), बम्बई-400022 | 72. Sion Branch
Om Jai Lakshmi Plot No. 201,
Sion (East), Bombay-400 022. |
| 73. अहमदपुर शाखा-413515
तालुका-अहमदपुर
जिला-लातूर | 73. Ahmadpur Branch-413 515,
Taluka-Ahmadpur,
Distt.-Latur. |
| 74. बारहल्ली शाखा
तालुका-मुखेड
जिला-नांदेड | 74. Barhalli Branch,
Taluka-Mukhed,
Distt.-Nanded. |
| 75. भोंकर शाखा-431801
जिला-नांदेड | 75. Bhokar Branch-431 801,
Distt.-Nanded. |
| 76. बोलोली शाखा 431701
जिला-नांदेड | 76. Baloli Branch-431 701,
Distt.-Nanded. |
| 77. चाकूर शाखा
तालुका-अहमदपुर
जिला-लातूर | 77. Chakoor Branch,
Taluka-Ahmadpur,
Distt.-Latur. |
| 78. दैठणा शाखा
तालुका-गंगाखेड
जिला-परभनी | 78. Daithana Branch,
Taluka-Gangakhed,
Distt.-Parbhani. |
| 79. धनेगांव शाखा-431605
जिला-नांदेड | 79. Dhanegaon Branch-431 605,
Distt.-Nanded. |
| 80. कृषि विकास शाखा,
धोकी-413508
तालुका-कलम
जिला-उस्मानाबाद | 80. Agriculture Development Branch,
Dhoki-413 508,
Taluka-Kalam,
Distt.-Osmanabad. |
| 81. औराद शाहजनी शाखा-413522
तालुका-निलंगा
जिला-लातूर | 81. Aurad Shahjani Branch-413 522,
Taluka-Nilanga,
Distt.-Latur. |
| 82. बसमतनगर शाखा 531512
जिला-परभनी | 82. Basmatnagar Branch-531 512,
Distt.-Parbhani. |
| 83. भूम शाखा-413504
जिला-उस्मानाबाद | 83. Bhum Branch-413 504,
Distt.-Osmanabad. |
| 84. बोरी शाखा-431508
तालुका-जिंशूर
जिला-परभनी | 84. Bori Branch-431 508,
Taluka-Jinsur,
Distt.-Parbhani. |
| 85. वी.एस. कासर बिल्डिंग,
हाई वे रोड नम्बर 6,
राजपथ पोस्ट ऑफिस के सामने,
अमरावती (महाराष्ट्र) | 85. V.S. Kasar Building,
High Way Road No. 6, Opposite,
Rajpath Post Office,
Amarawati (Maharashtra), |
| 86. देगलूर शाखा 431717
जिला-नांदेड | 86. Deglur Branch-431 717,
Distt.-Nanded. |
| 87. धर्मबाद शाखा 431809
तालुका-बिलोली
जिला-नांदेड | 87. Dharmabad Branch-431 809,
Taluka-Biloli,
Distt.-Nanded. |

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| 88. गंगखेड शाखा-431514
जिला—परभनी | 88. Gangakhed Branch-431514,
Distt.-Parbhani. |
| 89. गोरगांव शाखा
तालुका—हिंगोली
जिला—परभनी | 89. Goregaon Branch,
Taluka-Hingoli,
Distt.-Parbhani. |
| 90. हिंगोली शाखा-431513
जिला—परभनी | 90. Hingoli Branch-431513,
Distt.-Parbhani. |
| 91. जितूर शाखा-431509
जिला—परभनी | 91. Jintur Branch-431509,
Distt.-Parbhani. |
| 92. कलम शाखा
जिला—उस्मानाबाद | 92. Kalam Branch,
Distt.-Osmanabad. |
| 93. किनवट शाखा-431004
जिला—नांदेड | 93. Kinwat Branch-431004,
Distt.-Nanded. |
| 94. तिलकनगर शाखा, लूर-413512
जिला—लातूर | 94. Tilak Nagar,
Latur-413512,
Distt.-Latur. |
| 95. मुखेड शाखा-431715
तालुका—मुखेड
जिला—नांदेड | 95. Mukhed Branch-431715,
Taluka-Mukhed,
Distt.-Nanded. |
| 96. नायगांव शाखा-431709
तालुका—बिलोली
जिला—नांदेड | 96. Naigaon Branch-431709,
Taluka-Biloli,
Distt.-Nanded. |
| 97. नलेगांव शाखा 412534
तालुका—अहमदपुर
जिला—लातूर | 97. Nalegaon Branch-412534,
Taluka Ahmadpur,
Distt.-Latur. |
| 98. हदगांव शाखा-431712
तालुका—हदगांव
जिला—नांदेड | 98. Hadgaon Branch-431712,
Taluka Hadgaon,
Distt.-Nanded. |
| 99. इस्लापुर शाखा-431508
तालुका—किनवट
जिला—नांदेड | 99. Islapur Branch-431508,
Taluka-Kinwat,
Distt.-Nanded. |
| 100. कलमनुरी शाखा
जिला—परभनी | 100. Kalamnuri Branch,
Distt.-Parbhani. |
| 101. कंधार शाखा
जिला—नांदेड | 101. Kandhar Branch,
Distt.-Nanded. |
| 102. मुख्य शाखा, लूर-413512
जिला—लातूर | 102. Main Branch, Latur-413512,
Distt.-Latur. |
| 103. मानवत शाखा 431505
तालुका—पाथरी
जिला—परभनी | 103. Manwat Branch-431505,
Taluka-Pathari,
Distt.-Parbhani. |
| 104. मुरुम शाखा 413605
तालुका उमरगा
जिला उस्मानाबाद | 104. Murum Branch-413605,
Taluka-Umaraga,
Distt.-Osmanabad. |
| 105. नलदुर्ग शाखा 413606
तालुका तुलजापुर
जिला उस्मानाबाद | 105. Naldurg Branch-413606,
Taluka-Tuljapur,
Distt.-Osmanabad. |
| 106. कृषि विकास शाखा, नांदेड
तारसिंह मार्केट,
नांदेड-431601 | 106. Agriculture Development Branch,
Nanded, Tarasingh Market,
Nanded-431601. |
| 107. मुख्य शाखा
नांदेड 431621 | 107. Main Branch,
Nanded-431621. |

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| 108. श्रीनगर कालोमी शाखा
नांदेड-431601 | 108. Srinagar Colony Branch,
Nanded-431 601. |
| 109. उमरगा शाखा 413606
जिला उस्मानाबाद | 109. Umarga Branch-413 606.
Distt.-Osmanabad. |
| 110. पालम शाखा 431720
ताल्लुका गंगाखेड
जिला परभनी | 110. Palam Branch-431 720,
Taluka-Gangakhed,
Distt.-Parbhani. |
| 111. कृषि विकास शाखा
परभनी 431401 | 111. Agriculture Development Branch,
Parbhani-431 401. |
| 112. मराठवाड़ा कृषि विद्यापीठ शाखा
परभनी 431401 | 112. Marathwada Agriculture,
Vidyapeeth Branch,
Parbhani-431 401. |
| 113. मुख्य शाखा, पाथरी
ताल्लुका पाथरी
जिला परभनी | 113. Main Branch, Pathari,
Taluka-Pathari,
Distt.-Parbhani. |
| 114. राजुरा (मानिकगढ़) शाखा 442905
जिला चन्द्रपुर | 114. Rajura (Manikargh) Branch-442 905,
Distt.-Chandrapur. |
| 115. सेलू शाखा 431503
ताल्लुका पाथरी
जिला परभनी | 115. Selu Branch-431 503.
Taluka-Pathari,
Distt.-Parbhani. |
| 116. सोनपेठ शाखा
ताल्लुका गंगाखेड
जिला परभनी | 116. Sonepeth Branch,
Taluka-Gangakhed,
Distt.-Parbhani. |
| 117. बेजिराबाद शाखा
नांदेड-431621 | 117. Bejirabad Branch,
Nanded-431 621. |
| 118. निलंगा शाखा 413521
जिला लातूर | 118. Nilanga Branch-413 521,
Distt.-Latur. |
| 119. उस्मानाबाद 413501 | 119. Osmanabad-413 501, |
| 120. परान्दा शाखा 413502
जिला उस्मानाबाद | 120. Paranda-413 502,
Distt.-Osmanabad. |
| 121. परभनी मुख्य शाखा,
परभनी-431401 | 121. Parbhani Main Branch.
Parbhani-431 401. |
| 122. नानलपेठ शाखा,
परभनी 431401 | 122. Nanalpeth Branch,
Parbhani-431 401. |
| 123. कृषि विकास शाखा, रामलीथी,
ताल्लुका बिलोली
जिला नांदेड | 123. Agriculture Dev. Branch,
Ramtirth, Taluka-Biloli,
Distt.-Nanded. |
| 124. कृषि विकास शाखा,
पाथरी-431506
जिला परभनी | 124. Agriculture Dev. Branch,
Pathari-431 506,
Distt.-Parbhani. |
| 125. तिलक चौक, सोलापूर
सोलापूर-413001 | 125. Tilak Chawk, Solapur,
Solapur-413 001. |
| 126. तुलजापुर शाखा
जिला उस्मानाबाद | 126. Tuljapur Branch,
Distt. Osmanabad. |
| 127. उदगीर शाखा
जिला लातूर | 127. Udgir Branch,
Distt.-Latur. |
| 128. पहली मंजिल, खादी ग्रामोद्योग सदन,
गांधीनगर, नागपुर-440001 | 128. First Floor, Khadi Gramodyog,
Bhawan,
Gandhi Nagar, Nagpur-440 001. |
| 129. जलकोट शाखा-413546
ताल्लुका उदगीर
जिला लातूर | 129. Jalkot Branch-413 546,
Taluka-Udgir,
Distt.-Latur. |
| 130. नरीमन प्वाइंट शाखा
सी 11, मिटल टावर
बंबई 400021 | 130. Nariman Point Branch,
C-11, Mittal Tower,
Bombay-400 021. |
| 131. झरी शाखा
जिला परभनी | 131. Jhari Branch,
Distt.-Parbhani. |

132. देव की बिल्डिंग,
राधाकिशन तोशनीवाला प्लॉट,
15, मयुन्तीपल स्कूल के सामने,
अकोला-444005
- इंडियन बैंक**
133. सेकंडरपुर काकोडी शाखा
ब्लॉक हापुर, जिला गाजियाबाद,
उत्तर प्रदेश
134. तीतरवाड़ा शाखा
जिला मुजफ्फरनगर
उत्तर प्रदेश
135. क्षेत्रीय कार्यालय 2, बी हबीबुल्लाह इस्टेट,
11, महात्मा गांधी मार्ग,
हजरतगंज, लखनऊ-226001
136. पंजाब नेशनल बैंक
प्रधान कार्यालय,
5, संसद मार्ग
नई दिल्ली
137. देना बैंक
प्रधान कार्यालय
मेकर टावर्स 'ई'
कूफे परेड, कोलाबा
बम्बई 400005
- कार्पोरेशन बैंक**
138. भीकाजी कामा प्लेस,
फ्लैट नं., 124 से 130,
3, अंसल चैम्बर्स I,
मैडम भीकाजी कामा प्लेस,
नई दिल्ली-110066
139. गोरखपुर, पहली मंजिल,
इब्राहिम आर्केड बिल्डिंग,
सिनेमा रोड, गोलघर,
गोरखपुर-273001
140. पटना, एक्झिबिशन रोड,
पो. बा. नं. 190,
पटना-800001
141. क्षेत्रीय कार्यालय, कोचीन,
दरवाजा क्र. 2081 सी,
दूसरी मंजिल, पो. बा. नं. 2378
"वेट्टील चैम्बर्स", एम.जी. रोड,
रविपुरम-एरणाकुलम,
कोचीन-682016
142. रविपुरम, दरवाजा क्र. 2081 बी,
पहली मंजिल, एम.जी. रोड,
"वेट्टील चैम्बर्स", रविपुरम,
एरणाकुलम, कोचीन-682016
143. एरणाकुलम, पहली मंजिल,
राधाकृष्ण बिल्डिंग, 37/398 बी,
क्लाथ बाजार रोड, पो. बा. नं. 2528,
एरणाकुलम, कोचीन-682031
132. Dev's Building,
Radhakishan Toshaniwala Plot,
Opposite 15, Municipal School,
Akola-444 005.
- INDIAN BANK**
133. Secundarpur Kakodi Branch,
Block Hapur, Distt. Ghaziabad,
Uttar Pradesh.
134. Titarwada Branch,
Distt. Muzzaffar Nagar,
Uttar Pradesh.
135. Regional Office,
2 B, Habibullah Estate,
11, Mahatma Gandhi Marg,
Hazarat Ganj,
Lucknow-226 001.
136. Punjab National Bank,
Head Office,
5, Sansad Marg,
New Delhi.
137. Dena Bank,
Head Office,
Maker Towers 'E',
Cufe Parade, Coloba,
Bombay-400 005.
- CORPORATION BANK**
138. Bhikaji Cama. Place,
Flat Nos. 124 to 130,
3, Ansal Chambers-I,
Madame Bhikaji Cama Place,
New Delhi-110 066.
139. Gorakhpur,
Ist Floor,
Ibrahim Arcade Building,
Cinema Road, Golghar,
Gorakhpur-273 001.
140. Patna, Exhibition Road,
P.B. No. 190,
Patna-800 001.
141. Regional Office, Cochin.
Door No. 2081-G.,
II Floor, P.B. No. 2378,
"Vetteel Chambers", M.G., Road,
Ravipuram-Ernakulam.
Cochin-682 016.
142. Ravipuram,
Door No. 2081-B.,
"Vetteel Chambers",
Ist Floor, M.G. Road,
Ernakulam, Cochin-682 016.
143. Ernakulam,
Ist Floor,
Radhakrishna Building,
37/398-B.,
Cloth Bazaar Road, Ernakulam.
B.P. No. 2528, Ccel in-682 031.

ओरिएण्टल बैंक ऑफ़ कॉमर्स

144. शाखा कार्यालय,
एच 15, कनाउट सर्कस,
नई दिल्ली-110001
145. शाखा कार्यालय,
ए 30 से 33, प्रथम मंजिल,
कनाउट प्लेस, नई दिल्ली-110001
146. शाखा कार्यालय,
78, गुरु अमर दास भवन,
नेहरू प्लेस, नई दिल्ली-110019
147. प्रधानी बैंक कार्यालय
गोशाला रोड, श्री
निकट टाटा मर्सिडीज वर्कशॉप,
श्रीगंगानगर-335001 (राजस्थान)
148. विस्तार काउन्टर,
होवेट पॉलिटेक्नीक, महानगर,
लखनऊ-226006 (उत्तर प्रदेश)
149. विस्तार काउन्टर,
आर्य इंटर कॉलेज, सुभाष नगर,
देहरादून 248002 (उत्तर प्रदेश)
(क्लेमेंट टाउन शाखा द्वारा संयोजित)
150. प्रादेशिक कार्यालय,
53, गांधी रोड,
देहरादून (उत्तर प्रदेश)
151. प्रादेशिक कार्यालय,
18वां तल, मेकर टावर ई,
कफ परेड, बंबई-400005
152. प्रादेशिक कार्यालय, राहुल प्लेस,
बी 193, लोहिया नगर,
गाज़ियाबाद-201002

ORIENTAL BANK OF COMMERCE

144. Branch Office,
H-15, Connaught Circus,
New Delhi-110 001.
145. Branch Office,
A-30 to 33, 1st floor,
Connaught Place,
New Delhi-110 001.
146. Branch Office,
78, Guru Amar Das Bhawan,
Nehru Place,
New Delhi-110 019.
147. Lead Bank Office,
Gaushala Road,
Near Tata Mercedes Workshop,
Sriganganagar,
Rajasthan-335 001.
148. Extension Counter,
Howett Polytechnic,
Mahanagar,
Lucknow-226 006 (U.P.)
149. Extension Counter,
Arya Inter College,
Subhash Nagar,
Dehradun-248 002,
(Attached to B/o Clement Town)
150. Regional Office,
58, Gandhi Road,
Dehradun (Uttar Pradesh)
151. Regional Office,
18th Floor, Maker Tower,
E, Cuffe Parade,
Bombay-400 005.
152. Regional Office, Rahul Place,
B-193, Lohia Nagar,
Ghaziabad-201 002.

यूनाइटेड बैंक ऑफ़ इंडिया

153. बरौनी शाखा,
राजेंद्र रोड, बरौनी,
बेगूसराय-851112
154. बेगूसराय शाखा, मेन रोड,
नैरंग, बेगूसराय-851101
155. मिरचाईवाड़ी शाखा,
पो. म्रा. मुरलीगंज,
जिला पुर्णिया,
156. लगमाहाट शाखा,
पो. म्रा. लगमाहाट
जिला भागलपुर
157. कोलासी शाखा,
पो. म्रा. संदलपुर,
जिला कटिहार, बिहार
158. पुरुषोत्तमपुर शाखा,
पो. म्रा. पुरुषोत्तमपुर,
जिला मुजफ्फरपुर-842001

UNITED BANK OF INDIA

153. Barauni Branch,
Rajendra Road, Barauni.,
Begusarai-851 112.
154. Begusarai Branch, Main Road,
Nauranga, Begusarai-851 101.
155. Mirchaibari Branch,
P.O. Murliganj,
Distt. Purnea.
156. Lagmahat Branch,
P.O. Lagmahat,
Distt. Bhagalpur.
157. Kolasi Branch,
P.O. Sandalpur,
Distt. Katihar,
Bihar.
158. Purushottampur Branch,
P.O. Purushottampur,
Distt. Muzaffarpur-842001.

159. मनकौली शाखा,
पो. झा. मनकौली
बाया भरवारा,
जिला धनबाद-847104
160. दिबर शाखा, पो. झा. दिबर,
ब्लाक फतेपुर, जिला गया,
बिहार
161. भगाव शाखा,
पो. झा. मिलिक, फइलागढ़,
बाया सोनाइली,
जिला कटिहार-855114
162. बरखेला शाखा, बरखेला,
बाया राजधाम, ब्लाक धावादाह,
जिला पुर्निया-854204,
बिहार
163. बिसनपुर शाखा
पो. झा. बिसनपुर देवोरही,
बाया बरहारा कोठी,
जिला पुर्निया-854203
164. बेदौल असली शाखा,
पो. झा. बेदौल असली,
जिला मुजफ्फरपुर-834117
165. गोकुला शाखा,
पो. झा. गोकुला बाया देवरिया,
जिला मुजफ्फरपुर-843120
166. बहदिनपुर शाखा,
पो. झा. बहदिनपुर,
बाया पारू
जिला मुजफ्फरपुर-843112
167. मुस्ताफापुर शाखा,
पो. झा. मोहम्मदपुर सकरा,
जिला दलसिंह सराय,
समस्तीपुर-848114
168. आलापुर शाखा, आलापुर,
पो. झा. धनाकुल,
बाया बरीनी
जिला बेगूसराय-851112
बिहार
169. नावाडीह शाखा,
नावाडीह
पो. झा. चन्दन
जिला भागलपुर-814131
170. इंगलिश शाखा,
पो. झा. इंगलिश ब्लाक मेरवा,
जिला सिवान,
बिहार
171. गौसपुर शाखा
फेनसाहा,
पो. झा. बुद्धबोध,
बाया सिमरी,
बख्तियार पुर,
जिला सहारसा,
बिहार
159. Mankauli Branch,
P.O. Mankauli Via Bharwara,
Distt. Dhanbad-847104.
160. Dhibar Branch,
P.O. Dhibar,
Block—Fatehpur,
Distt. Gaya, Bihar.
161. Bhagaon Branch.
P.O. Millik Pailagarh,
via Sonaili Distt. Katihar-855114.
162. Bardela Branch Bardela,
via Rajdham Block-Bhawadaha,
Distt. Purnea-854204,
Bihar.
163. Bishanpur Branch,
P.O. Bishanpur Deorhi,
via Barhare Kothi,
Distt. Purnea-854203.
164. Bedaul Asli Branch,
P.O. Bedaul Asli,
Distt. Muzaffarpur-834117.
165. Gokula Branch,
P.O. Gokula via Deoria,
Distt. Muzaffarpur-843120.
166. Bahdinpur Branch,
P.O. Bahdinpur via Paroo,
Distt. Muzaffarpur-843112.
167. Mustafapur Branch,
P.O. Mohammedpur Sakra,
via Dalsingh Sarai,
Distt. Samastipur-848114.
168. Alapur Branch Alapur,
P.O. Dhanakul via Barauni,
Distt. Begusarai-851112,
Bihar.
169. Nawadih Branch Nawadih,
P.O. Chandan,
Distt. Bhagalpur-814131.
170. English Branch,
P.O. English Block-Mairwa,
Distt. Siwan, Bihar.
171. Gouspur Branch Phensaha,
P.O. Gourdaur via-Simri,
Bakhtiarapur Distt. Saharsa,
Bihar.

172. कस्सर शाखा,
ब्लॉक नवानगर,
पो. आ. कस्सर,
जिला भोजपुर,
बिहार
173. राधानगर शाखा,
ब्लॉक कटोरिया,
पो. आ. कटोरिया,
जिला भागलपुर,
बिहार
174. दावा शाखा,
ब्लॉक जगदीशपुर,
शोभा तला,
पो. आ. दावा,
वाया बिहेवा,
जिला भोजपुर,
बिहार
175. बेलवा शाखा,
बेलवा
पो. आ. आषापुर,
जिला पूर्व चम्पारन-845301
176. बिहार (उत्तर) क्षेत्रीय कार्यालय,
नकी मंशन, एम. पी. वर्मा रोड,
पटना-800001
- यूनियन बैंक ऑफ इंडिया
उत्तर प्रदेश
177. अनवरगंज शाखा,
गाँव व पोस्ट अनवरगंज,
जिला-आमगढ़
178. गोलघाट शाखा,
शाखा प्रबंधक,
सिनेमा रोड,
गोलघाट,
गोरखपुर-273001
179. साहेबगंज शाखा,
शाखा प्रबंधक,
साहेबगंज-232183
जिला वाराणसी
180. टनकपुर शाखा,
शाखा प्रबंधक,
सीमेंट रोड,
वार्ड सं. 3
टनकपुर, जि. नैनिताल
181. शाहजहाँपुर शाखा,
शाखा प्रबंधक,
ग्राम व डाक शाहजहाँपुर शाखा,
ब्लॉक सर्सवा,
जिला सहारनपुर
182. मुनी की रेती,
शाखा प्रबंधक,
बद्रिनाथ मार्ग,
मुनी की रेती,
जिला टिहरी गढ़वाल
172. Karsar Branch.
Block-Nawanagar,
P.O. Karsar,
Distt. Bhojpur,
Bihar.
173. Radhanagar Branch,
Block Katoria,
P.O. Katoria,
Distt. Bhagalpur, Bihar.
174. Danwan Branch Block Jagdishpur,
Shobha Tola P.O. Danwan,
via-Biheva, Distt. Bhojpur,
Bihar.
175. Belwa Branch Belwa,
P.O. Adapur,
Distt. East Champaran-845301.
176. Bihar (North) Regional Office,
Naqui Mansion,
S.P. Verma Road,
Patna-800001.
- UNION BANK OF INDIA
UTTAR PRADESH
177. Anwarganj Branch,
Village & Post : Anwarganj,
Distt. Azamgarh.
178. Golghat Branch,
Branch Manager,
Cinema Road, Golghat,
Gorakhpur-273001 (U.P.)
179. Sahebganj Branch,
Branch Manager,
Sahebganj-232183
Dist. Varanasi (U.P.)
180. Tanakpur Branch,
Branch Manager,
Cement Road, Ward No. 3,
Tanakpur, Distt. Nainital (U.P.)
181. Shahjahanpur Branch,
Branch Manager,
Village & Post : Shahjahanpur Br.,
Block Sarsawa, Dist. Saharanpur,
Uttar Pradesh.
182. Munni-ki-Reti,
Branch Manager,
Badrinath Marg, Munni Ki Reti,
Distt. Tihari Garwal (U.P.).

183. बहचौला शाखा,
शाखा प्रबंधक,
बेचौलाल शाखा,
मवाना रोड,
डाकघर ब ब्लॉक राजपुरा,
जिला मेरठ,

184. शाहजहांपुर, जिला शाहजहांपुर,
शाहजहांपुर-242001।

मध्य प्रदेश

185. बारहुला शाखा,
ब्लॉक जवा,
जिला रीवा

186. चांदी शाखा,
ब्लॉक जवा,
जिला रीवा

187. कुचवाही शाखा,
पो. मध्वा,
जिला सीधी

188. हिनौती शाखा,
विकास खंड-सिहावल,
जिला सीधी

189. सुकुलदैहान शाखा,
जिला राजनांदगांव

महाराष्ट्र

190. म्हासाल शाखा,
कुबेर भवन,
म्हासाल,
जिला सांगली,
पिन-416409।

191. मार्केट यार्ड, सांगली शाखा,
मार्केट यार्ड सांगली
जिला सांगली

192. पेंठ शाखा,
ग्राम पंचायत भवन,
पेंठ, जिला सांगली,
पिन-415407।

193. विटे शाखा,
सागरे भवन,
पेंठ भाग,
जिला सांगली,
पिन-415311।

194. गणपती पेंठ शाखा,
गणपती पेंठ,
सांगली,
पिन-416416।

195. स्टेशन रोड इचलकरंजी शाखा,
स्टेशन रोड,
इचलकरंजी,
पिन-416115।

196. फोर्ट रोड शाखा,
फोर्ट रोड,
मिरज,
जिला सांगली,
पिन-416410।

183. Bahchaula Branch,
Branch Manager,
Behchaula Branch,
Mawana Road,
P.O. & Block-Rajapura,
Distt. Meerut (U.P.).

184. Shahjahanpur Dist. Shahjahanpur,
Shahjahanpur-242001.

MADHYA PRADESH

185. Barhula Branch,
Block Jawa, Distt.-Rewa.

186. Chandi Branch,
Block-Jawa, Distt. Rewa.

187. Kuchwahi Branch,
Post-Madhwa, Distt. Sidhi.

188. Hinauti Branch,
Development Block-Sihawal,
Distt. Sidhi.

189. Sukuldaihan Branch,
Distt. Rajnandgaon.

MAHARASHTRA

190. Mhaisai Branch,
Kuber Bhayan, Mahaisai,
Distt. Sangli,
Pin-416409.

191. Market Yard Sangli Branch,
Market Yard Sangli,
Distt. Sangli.

192. Peth Branch,
Gram Panchayat Bhavan,
Peth, Dist. Sangli-415407.

193. Vita Branch,
Sagre Bhavan, Peth Portion,
Distt. Sangli-415311.

194. Ganpati Peth Branch,
Ganpati Peth, Sangli,
Pin-416416.

195. Station Road Ichalkaranji Branch,
Station Road, Ichalkaranji,
Pin-416115.

196. Fort Road Branch,
Fort Road, Miraj,
Distt. Sangli-416410.

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|---|---|
| 197. तामगाव शाखा,
गुरुवार पेठ,
तामगाव जिला सांगली,
पिन-416312 । | 197. Tasgaon Branch,
Guruwar Peth, Tasgaon,
Distt. Sangli,
Pin-416312. |
| 198. शाहुपुरी शाखा,
कोल्हापुर,
648, ई. वार्ड,
शाहुपुरी,
कोल्हापुर-416001 । | 198. Sahupuri Branch, Kolhapur,
648, E Ward, Shahupuri,
Kolhapur-416001. |
| 199. गडहिंग्लज शाखा,
921, बाजारपेठ,
गडहिंग्लज,
जिला कोल्हापुर,
पिन-416502 । | 199. Gadhinglaj Branch,
921, Bazarpeth, Gadhinglaj,
Dist. Kolhapur-416502. |
| 200. तारदाल शाखा,
कोरवी भवन,
म. पो. तारदाल,
जिला कोल्हापुर | 200. Tardal Branch, Korvi Bhawan,
At & Post Tardal,
Dist. Kolhapur. |
| 201. कुर्दुवाडी शाखा,
पोस्ट आफिस के नजदीक,
कुर्दुवाडी, जिला सोलापुर | 201. Kurduwadi Branch,
Near Post Office,
Kurduwadi Dist. Sholapur. |
| 202. पंढरपुर शाखा,
लक्ष्मीपेठ पंढरपुर,
जिला सोलापुर | 202. Pandharpur Branch,
Lasmipeth Pandharpur,
Dist. Sholapur. |
| 203. बार्शी शाखा,
ग्रजल बाजार, बार्शी,
जिला सोलापुर | 203. Barshi Branch,
Adat Bazar, Barshi,
Dist. Sholapur. |
| 204. करमाला शाखा,
मेन रोड,
करमाला,
जिला सोलापुर | 204. Karmala Branch,
Main Road, Karmala,
Dist. Sholapur. |
| 205. सांगोला शाखा,
बजारपेठ रोड, सांगोला,
जिला सोलापुर | 205. Sangola Branch,
Bazarpeth Road, Sangola.,
Dist. Sholapur. |
| 206. माधा शाखा,
सुकुवार पेठ, माधा,
जिला सोलापुर | 206. Madha Branch,
Sukuwar Peth, Madha,
Dist. Sholapur. |
| 207. स्टेशन रोड पुणे शाखा,
272, सोमवार पेठ,
स्टेशन रोड,
पुणे-411011 । | 207. Station Road Pune Branch,
272, Somwar Peth,
Station Road,
Pune-411011. |
| 208. सोलापुर शाखा,
चाटी गल्ली,
मंगलवार पेठ,
जिला सोलापुर | 208. Solapur Branch,
Chati Galli, Mangalwar Peth,
Dist. Sholapur. |
| 209. भालवणी शाखा,
भेत्रे भवन, भालवणी,
जिला सोलापुर | 209. Bhalwani Branch,
Mhetre Bhavan, Bhalwani,
Dist. Sholapur. |
| 210. मोडनिंब शाखा,
शाहभवन,
मेर-रोड,
मोडनिंब तालुका माधा,
जिला सोलापुर | 210. Modnimb Branch,
Shah Bhavan, Mer Road,
Modnimb Taluka Madha,
Dist. Sholapur. |
| 211. डोंबिवली शाखा,
"पूर्णयान" नवरे भवन,
डा. दीन दयाल मार्ग,
डोंबिवली पश्चिम,
जिला ठाणे | 211. Dombivli Branch,
"Poornayan", Navare Bhavan,
Dr. Deendayal Marg,
Dombivli (West),
Dist. Thane. |

212. अगकान महल शाखा,
प्लॉट नं. 8, गुल्मोहर कॉलोनी,
नगर रोड-पुणे,
पिन-411014।

213. जामशेत शाखा,
जामशेत ग्राम पंचायत भवन,
तालुका दहानू,
अशगड के मार्ग से,
जिला ठाणे

214. तेजपाल स्कीम शाखा,
"पू.वा." तेजपाल स्कीम रोड नं. 1
विलेपार्ले (पूर्व)

215. क्षेत्रीय कार्यालय,
ठाणे,
धनलक्ष्मी सर्विस इस्टेट,
अमृतनगर, माजिवाडा,
ठाणे-400602।

गुजरात राज्य

216. धनलक्ष्मी मार्केट शाखा,
पो. बा. नं. 1070,
रेलवेपुरा,
अहमदाबाद-380002।

कर्नाटक राज्य

217. क्षेत्रीय कार्यालय,
बेलगांव,
659-60, रविबार पेठ,
पो. बा. नं. 129,
डाक बेलगांव-590002।

218. अंचलीय कार्यालय बेंगलूर,
चंद्रकिरण पहली मंजिल,
10 ए, कास्तूरबा मार्ग,
पो. बा. नं. 5179,
बेंगलूर-560001 (कर्नाटक)

न्यू बैंक ऑफ इंडिया

पंजाब राज्य

219. प्रादेशिक कार्यालय,
होटल मोहन इंटरनेशनल बिल्डिंग,
अलबर्ट रोड,
अमृतसर

220. शा. का. जी. टी. रोड,
राय्यामण्डी,
जिला अमृतसर-143112।

221. शा. का. पट्टी,
रेलवे रोड,
जिला अमृतसर

222. शा. का. हरीवाला,
जिला अमृतसर

223. शा. का. दोरांगला,
जिला गुरदासपुर-143526।

224. शा. का. मारी बुचियाना,
तहसील गोविन्दपुर,
जिला गुरदासपुर

212. Agakhan Mahal Branch,
Plot No. 8,
Gulmohor Colony,
Nagar Road, Pune-411014.

213. Jamshet Branch,
Jamshet Gram Panchayat Bhawan,
Taluka Dahanu Via Ashgad Marg,
Dist. Thane.

214. Tejpal Scheme Branch,
"Poorva", Tejpal Scheme Road
No. 1, Vileparle (East).

215. Regional Office, Thane,
Dhanlaxmi Service Estate,
Amritnagar, Majiwada,
Thane-400602.

GUJARAT STATE

216. Dhanlaxmi Market Branch,
P.B. No. 1070,
Railwaypura,
Ahmedabad-380002.

KARNATAKA STATE

217. Regional Office, Belgaum,
659-60, Raviwarpeth,
P.O. No. 129,
Post Belgaum-590002.

218. Zonal Office Bangalore,
Chandrakiran, First floor,
10-A, Kasturba Marg,
P.B. No. 5179,
Bangalore-560001 (Karnataka)

NEW BANK OF INDIA

PUNJAB STATE

219. Regional Office,
Hotel Mohan International Bldg.,
Albert Road, Amritsar.

220. B/o G.T. Road Rayya Mandi,
Distt. Amritsar-143112.

221. B/o Patti, Railway Road,
Distt. Amritsar.

222. B/o Ruriwala,
Distt. Amritsar.

223. B/o Dorangala,
Distt. Gurdaspur-143526.

224. B/o Mari Buchiana,
Teh. Govindpur,
Dist. Gurdaspur.

चंडीगढ़

225. स्टाफ प्रशिक्षण महाविद्यालय,
2535, सेक्टर 35 सी,
चंडीगढ़
226. शा. का. सेक्टर 28 डी
227. शा. का. 37 डी बटेरला,
एस. सी. ओ. 375, 376
228. शा. का. बुरैल

मध्य प्रदेश

229. प्रादेशिक कार्यालय,
22, हमीदिया रोड,
भोपाल
230. शा. का. बिलासपुर,
दयालबाग,
रेलवे रोड,
231. शा. का. बुरहानपुर,
सनवारा रोड
232. शा. का. हतवास,
तहसील पिपरीया,
जिला हौसंगाबाद
233. शा. का. ग्वालियर,
जयन्द्र गंज लश्कर
234. शा. का. खंडवा,
नजदीक टाउन हॉल,
जिला पूर्वी निमर
235. शा. का. सतना,
780, लाला चौक
236. शा. का. बड़नगर,
जिला उज्जैन
237. शा. का. सर्रा,
तहसील चोरहुट,
जिला सीधी
238. शा. का. रायखोर,
तहसील चोरहुट, जिला सीधी
239. शा. का. हार्दा,
जिला हौसंगाबाद
बिहार राज्य
240. शा. का. पटना,
होटल टूरिस्ट बिल्डिंग
गान्धी मैदान (पूर्व)
241. शा. का. मुजफ्फरपुर,
पंकज मार्केट, सरैया गंज
242. शा. का. रांची,
पुरुलिया रोड
243. शा. का. नगरपारा,
जिला भागलपुर
244. शा. का. खोजपुर,
ब्लॉक बाबू बाड़ी,
जिला मधुबनी
245. शा. का. तेत्री,
जिला भागलपुर
246. शा. का. सिमरा,
ब्लॉक सक्का,
जिला मुजफ्फरपुर

CHANDIGARH

225. Staff Training College,
2535, Sector 35C,
Chandigarh.
226. B/o Sector 26-D,
Chandigarh
227. B/o 37-D Bateral,
SCO-375, 376, Chandigarh.
228. B/o Burail, Chandigarh.

MADHYA PRADESH

229. Regional Office,
22, Hamidia Road, Bhopal.
230. B/o Bilaspur,
Dayal Bagh, Rly. Road.
231. B/o Burhanpur,
Sanwara Road.
232. B/o Hatwas,
Tehsil Pipriya,
Distt. Hoshangabad.
233. B/o Gwalior,
Jayandra Ganj Lashkar.
234. B/o Khandwa,
Near Town Hall,
Distt. East Nimar.
235. B/o Satna,
780, Lalta Chowk.
36. B/o Baranagar,
Distt. Ujjain
237. B/o Sarra,
Tehsil Chorhut,
Distt. Sidhi.
238. B/o Raikhore,
Tehsil Chorhut,
Distt. Sidhi.
239. B/o Harda,
Distt. Hoshangabad.

BIHAR STATE

240. B/o Patna,
Hotel Tourist Bldg.,
Gandhi Maidan (East).
241. B/o Muzaffarpur,
Pankaj Market,
Saraiya Ganj.
242. B/o Ranchi,
Purulia Road.
243. B/o Nagarpara,
Distt. Bhagalpur.
244. B/o Khojpur,
Block Babu Barhi,
Distt. Madhubani.
245. B/o Tetri,
Distt. Bhagalpur.
246. B/o Simra,
P.O. Keshavpur,
Block Sakra,
Distt. Muzaffarpur.

247. शा. का. नास्विह,
जिला मुजफ्फरपुर
हरियाणा राज्य
248. शा. का. छठरोली,
जिला भ्रम्बाला
249. शा. का. नैमोला,
जिला भ्रम्बाला
250. शा. का.3 देयोधर,
जिला भ्रम्बाला
251. शा. का. जगाधरी,
बबाना रोड,
जिला भ्रम्बाला
252. शा. का. किमिच,
जिला कुरुक्षेत्र
253. शा. का. पीड
पंचायत भवन,
अस स्टैंड,
जिला करनाल
254. शा. का. साहबाद मार्कंडा,
46, प्रताप मंडी,
जिला कुरुक्षेत्र
255. शा. का. माडल टाउन,
रोहतक
256. शा. का. मांणवा,
मेन रोड,
जिला रोहतक
257. शा. का. भ्रम्बाला कैंट,
निकमसन रोड
258. शा. का. वैष्णी,
जिला रोहतक
259. शा. का. मोखरा,
जिला रोहतक
260. शा. का. हिमार,
सिरसा रोड
261. शा. का. सत्सोद,
बाया बरवाला,
जिला हिमार
262. शा. का. हांसी,
बरसी गेट के अन्दर
जिला हिमार
263. शा. का. मिन्नरना,
चंडी चौक
264. शा. का. मधु मिशानिया,
जिला सिरसा
265. शा. का. जमान,
जिला सिरसा
266. शा. का. भिवानी,
रेलवे रोड
267. शा. का. बबानी खेड़ा,
मेन रोड, जिला भिवानी
268. शा. का. सोनीपत
हिन्दू कॉलेज बिल्डिंग
269. शा. का. माजरा फरमाना,
जिला सोनीपत
270. शा. का. खेटकर,
जिला जीन्द

247. B/o Nariar,
Distt. Muzaffarpur.

HARYANA STATE

248. B/o Chachhrouli
Dist. Ambala
249. B/o Naneola,
Distt. Ambala.
250. B/o Deodhar,
Distt. Ambala.
251. B/o Jagadhari,
Bawana Road.
Distt. Ambala.
252. B/o Kirmich,
Distt. Kurukshetra.
253. B/o Gheer,
Panchayat Bhawan, Bus Stand,
Distt. Karnal.
254. B/o Shahbad Markanda,
46, Pratap Mandi,
Distt. Kurukshetra.
255. B/o Model Town,
Rohtak.
256. B/o Sampla,
Main Road,
Distt. Rohtak.
257. B/o Ambala Cantt.
Nicholson Road,
258. B/o Bainsi,
Distt. Rohtak.
259. B/o Mokhra,
Distt. Rohtak.
260. B/o Hissar,
Sirsa Road.
261. B/o Sarsod,
Via Barwala,
Distt. Hissar.
262. B/o Hansi,
Inside Barsi Gate,
Distt. Hissar.
263. B/o Sirsa,
Chandi Chowk.
264. B/o Madhu Singhanian,
Distt. Sirsa.
265. B/o Jamal,
Distt. Sirsa.
266. B/o Bhiwani
Railway Road,
267. B/o Bawani Khera,
Main Road,
Distt. Bhiwani.
268. B/o Sonapat,
Hindu College Bldg.
269. B/o Majra Pharamana,
Distt. Sonapat.
270. B/o Khetkar,
Distt. Jind.

- | | |
|--|---|
| 271. शा. का. नरवाना,
कृष्णा गली, जिला जींद | 271. B/o Narwana,
Krishna Gali,
Distt. Jind. |
| 272. शा. का. धमंतान,
तहसील नरवाना,
जिला जींद | 272. B/o Dhamtan,
Tehsil Narwana,
Distt. Jind. |
| 273. शा. का. धरौदी,
जिला जींद | 273. B/o Dharodi,
Distt. Jind. |
| 274. शा. का. मंडकोला,
जिला फरीदाबाद | 274. B/o Mandkola,
Distt. Faridabad. |
| 275. शा. का. कुण्ड,
जिला महेन्द्रगढ़ | 275. B/o Kund,
Distt. Mohindergarh. |
| 276. शा. का. रिवाड़ी,
कुतुबपुर,
जिला महेन्द्रगढ़ | 276. B/o Rewari,
Qutabpur,
Distt. Mohindergarh. |
| 277. शा. का. गुडगाँव
507/13, रामलीला ग्राउंड,
सदर बाजार | 277. B/o Gurgaon,
507/13 Ramlila Ground,
Sadar Bazar. |
| 278. शा. का. रतगल,
पिपली रोड,
कुरुक्षेत्र | 278. B/o Ratgal,
Pipli Road,
Kurukshetra. |
| 279. शा. का. भगवानगढ़,
तहसील जगाधरी | 279. B/o Bhagwandgarh,
Tehsil Jagadhari, |
| 280. शा. का. कलसाना
वाया शाहबाद मारकण्डा,
जिला कुरुक्षेत्र | 280. B/o Kalsana,
Via Shahbad Markanda,
Distt. Kurukshetra. |
| 281. शा. का. घराउंडा,
जिला करनाल | 281. B/o Gharaunda,
Distt. Karnal. |
| 282. शा. का. पुंडरी,
जिला कुरुक्षेत्र | 282. B/o Pundri,
Distt. Kurukshetra, |
| 283. शा. का. चंडी मन्दिर,
साकेत,
जिला अम्बाला | 283. B/o Chandi Mandir,
Saket, Distt. Ambala. |
| 284. शा. का. कैथल,
टिम्बर मार्केट,
जिला कुरुक्षेत्र | 284. B/o Kaithal,
Timber Market,
Distt. Kurukshetra. |
| 285. शा. का. जूँडला,
जिला व. तहसील करनाल | 285. B/o Jundla,
Distt. & Teh. Karnal. |
| 286. शा. का. सोहना
जिला गुडगाँव
हिमाचल प्रदेश राज्य | 286. B/o Sohna,
Distt. Gurgaon.

HIMACHAL PRADESH |
| 287. शा. का. बिलासपुर,
46-47/बी, सेक्टर-6,
मेन मार्केट | 287. B/o Bilaspur,
46-47/B, Sector-6,
Main Market, |
| 288. शा. का. कांगड़ा,
मेन बाजार | 288. B/o Kangra,
Main Bazar. |
| 289. शा. का. छतरौली,
झाकधर जेसौर,
तहसील नूरपुर | 289. B/o Chhatroli,
P.O. Jassore, Teh. Nurpur. |
| 290. शा. का. बैजनाथ,
तहसील पालमपुर,
जिला कांगड़ा | 290. B/o Baijnath,
Teh. Palampur,
Distt. Kangra. |

291. शा. का. चम्बा,
डाकघर के नजदीक
292. शा. का. भोटा,
मेन बाजार
तहसील व जिला हमीरपुर
293. शा. का. मनाली,
मेन बाजार
जिला कुल्लू

संघ शासित क्षेत्र दिल्ली
294. प्रादेशिक कार्यालय,
विश्रान्त टावर,
राजेन्द्रा प्लेस,
नई दिल्ली
295. शा. का. आसफ अली रोड,
1/21, आत्माराम मेम्शन,
नई दिल्ली—110022
296. शा. का. आजादपुर,
ए-1, पंचवटी जी. टी. रोड,
दिल्ली—110033
297. शा. का. बहादुरगढ़ रोड,
दिल्ली—110006
298. शा. का. धन्वन होला,
महुरौली ब्लॉक,
नई दिल्ली—110030
299. शा. का. डेरा,
ब्लॉक महुरौली,
बस स्टैंड के पास,
नई दिल्ली—110030
300. शा. का. ईस्ट आफ कैलाश,
शॉप नं. 10ए, 11ए, 12 एवं 13,
शॉपिंग कॉम्प्लेक्स,
ब्लॉक सी,
नई दिल्ली—110065
301. शा. का. "के" ब्लॉक,
कनाट सर्कस,
नई दिल्ली—110001
302. शा. का. माडल टाउन,
दिल्ली—110009
303. शा. का. नारायणा,
सी-30, कम्युनिटी सेंटर,
नई दिल्ली—110028
304. शा. का. नांगल देवत,
गुर्गांव रोड,
नई दिल्ली—110037
305. शा. का. नेहरू प्लेस,
57, मंजुषा,
नई दिल्ली—110019
306. शा. का. 11/12,
वेस्ट पटेल नगर,
नई दिल्ली—110008
307. शा. का. पपरावत,
नजफगढ़ गांव
नई दिल्ली—110043
308. शा. का. सफदरजंग एंक्लेव,
एबी/10, कम्युनिटी सेंटर,
नई दिल्ली—110016

291. B/o Chamba,
Near Post Office.
292. B/o Bhota,
Main Bazar
Teh. & Distt. Hamirpur.
293. B/o Manali,
Main Bazar,
Distt. Kullu.

UNION TERRITORY OF DELHI

294. Regional Office,
Vikrant Tower,
Rajendra Place, New Delhi
295. B/o Asaf Ali Road,
1/23, Atma Ram Mansion,
New Delhi.
296. B/o Azadpur,
A-1, Panchwati, G.T. Road,
Delhi-110033.
297. B/o Bahadur Garh Road,
Delhi.
298. B/o Chandan HOLA,
Mehrauli Block,
New Delhi-110030.
299. B/o Dera,
Block Mehrauli,
Near Bus Stand, New Delhi
300. B/o East of Kailash,
Shop No. 10A, 11A, 12 & 13,
Shopping Complex, Block C,
New Delhi-110065.
301. B/o K Block,
Connaught Circus,
New Delhi.
302. B/o Model Town,
Delhi-110009.
303. B/o Naraina,
C-30 Community Centre,
New Delhi.
304. B/o Nangal Dewat,
Gurgaon Road,
New Delhi-110037,
305. B/o Nehru Place,
57, Manjusha
New Delhi-110019.
306. B/o 11/12, West Patel Nagar
New Delhi-110008.
307. B/o Paparawat,
Village Najafgarh,
New Delhi-110043.
308. B/o Safdarganj Enclave,
AB/10 Community Centre,
New Delhi-110016.

309. शा. का. एम. एल. कासोनी,
निरंकारी मंडल,
दिल्ली—110009
राजस्थान राज्य
310. प्रादेशिक कार्यालय,
सी-16, सरोजिनी मार्ग,
सी-स्कीम,
जयपुर
311. क्षेत्रीय कार्यालय,
लखण्डा वाला कुआँ,
पुराने बिजली घर के पास,
अलवर—301001
312. शा. का. अलवर,
कोलेक्टर रोड
313. शा. का. भरतपुर,
गोयल भवन,
नई मंडी
314. शा. का. जखराना,
सहसिल बहरोर,
जिला अलवर
315. शा. का. कोटा,
हालाबाद रोड
316. शा. का. श्रीगंगानगर,
12, स्वामी दयानंद मार्ग,
317. शा. का. ससासर,
जिला बिकानेर
318. शा. का. मरवा,
ब्लॉक डुडु,
जिला जयपुर
319. शा. का. हरमोली,
जिला जयपुर
320. शा. का. लाखामरी,
जिला नागौर
321. शा. का. धोलपुर,
जिला धोलपुर
- उत्तर प्रदेश राज्य
322. प्रादेशिक कार्यालय,
94, एम. जी. मार्ग,
लखनऊ—226000
323. शा. का. गोविन्द नगर,
125/के/62, कानपुर
324. प्रादेशिक कार्यालय,
309, आर. ए. बाजार,
तोपखाना,
मेरठ कैंट
325. शा. का. रतगल—132118
पिपली रोड,
जिला कुरुक्षेत्र (हरियाणा)
कुरुक्षेत्र बैंक
326. 35, मेन रोड,
नापोकु—571214
327. 136 वार्ड सं. IV
मेन रोड, गजेंद्रगढ़—582114
328. श्री देवकी कृष्ण रावलनाथ,
मंदिर के पास,
मार्सेला गोवा—403107

309. B/o S.N. Colony,
Nirankari Mandal,
Delhi-110009.
- RAJASTHAN
310. Regional Office,
C-46, Sarojini Marg,
C-Scheme, Jaipur.
311. Area Office,
Lakhendawala Kuon,
Near Old Power House,
Alwar-301001.
312. B/o Alwar,
Collectorate Road,
313. B/o Bharatpur,
Goyal Bhawan,
New Mandi.
314. B/o Jakhrana,
Teh. Behror,
Distt. Alwar.
315. B/o Kota,
Jhalwar Road.
316. B/o Sriganganagar,
12, Swami Dayanand Marg,
317. B/o Satahar,
Distt. Bikaner.
318. B/o Marwa,
Block Dudu,
Distt. Jaipur.
319. B/o Harsauli,
Distt. Jaipur.
320. B/o Lalsari,
Distt. Nagaur.
321. B/o Dholpur,
Distt. Dholpur.

UTTAR PRADESH

322. Regional Office,
94-M.G. Marg,
Lucknow-226000.
323. B/o Gobind Nagar,
125/K/62, Kanpur.
324. Regional Office,
309, R.A. Bazar,
Topkhana,
Meerut Cantt.
325. B/o Ratgal-132118,
Piple Road,
Distt. Kurukshetra
(HARYANA)

CANARA BANK

326. 35, Main Road,
Napoklu 571214.
327. 136, Ward No. IV
Main Road, Gajendragad-582114.
328. Near Sri Devki Krishna Ravalnath Temple,
Marcela Goa 403107.

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| 329. राजरी चैपल के पास,
फतोरदा गोवा—403602 | 329. Near Rosary Chapel,
Fatorda Goa-403602. |
| 330. बागमने बिल्डिंग,
कूडुरस्ते,
मल्लंदूर—577130 | 330. Bagamne Building, Kudurash,
Mallandur 577130. |
| 331. सी. बी. व एस. बी.
नायकर्स बिल्डिंग मार्केट,
रण—582209 | 331. CB & SB Naickers Building
Market, RON 582209. |
| 332. भवानी कॉम्प्लेक्स,
कपील सिनेमा के पास,
तिलक चौक,
बेलगांव—590002 | 332. Bhavani Complex,
Near Kampeel Theatre,
Thilak Chowk, Belgaum-590002. |
| 333. प्लॉट नं. 75,
बी. आर. पाटील
बिल्डिंग, प्रशोक नगर,
पो. बा. सं. 44,
निप्पानी | 333. Plot No. 75, B.R. Patil Building,
Ashoknagar P.B. No. 44,
Nippani-591237. |
| 334. मेणसिनकाई बाजार,
अक्कि आलूर—581102 | 334. Menasinakai Bazar,
Akki Alur 581102. |
| 335. गवास बिल्डिंग्स,
भगवती—581373 | 335. Gavas Buildings,
Bhagavathi 581373. |
| 336. ग्राम व पोस्ट लिसाढ़,
जिला मुजफ्फरनगर—247775 (उ. प्र.) | 336. Vill & Post-Lisarh,
Distt. Muzaffarnagar-247775. |
| 337. मिडकी दरवाजा,
कैराना,
जिला मुजफ्फरनगर (उ. प्र.) | 337. Mindki Darwaja,
Kairana, Distt. Muzaffarnagar. |
| 338. मुजफ्फरनगर,
पो. बा. नं. 39,
जी. टी. रोड,
जिला मुजफ्फरनगर—251002 (उ. प्र.) | 338. Muzaffarnagar.
P.B. No. 39, G.T. Road,
Distt. Muzaffarnagar-251002. |
| 339. मुजफ्फरनगर,
कन्या इंटर कॉलेज के सामने,
रुड़की रोड,
जिला मुजफ्फरनगर (उ. प्र.) | 339. Muzaffarnagar,
(In front of Kanya Inter College Rurkee Road)
Distt. Muzaffarnagar. |
| 340. ग्रा. व पोस्ट शाहपुर
जिला मुजफ्फरनगर (उ. प्र.) | 340. Vill & Post-Shahpur,
Distt. Muzaffarnagar (U.P.) |
| 341. शामली
जिला मुजफ्फरनगर (उ. प्र.) 247776 | 341. Shamli,
Distt.-Muzaffarnagar-247776. |
| 342. ऊंचागांव,
तहसील कैराना,
जिला मुजफ्फरनगर (उ. प्र.) | 342. Unchagaon,
Tehsil Kairana,
Distt. Muzaffarnagar (U.P.) |
| 343. बुढाना,
जिला मुजफ्फरनगर

जिला मेरठ | 343. Budhana,
Distt. Muzaffarnagar.

DISTRICT MEERUT |
| 344. अबूलन शास्त्री,
मेरठ | 344. B/o Abulana,
Meerut, |
| 345. खैरनगर शास्त्री,
मेरठ | 345. B/o Khairnagar,
Meerut. |
| 346. ग्राम व पोस्ट कोरथल,
तहसील बागपत,
जिला मेरठ (उ. प्र.)—250617 | 346. Vill. & Post Kirthal,
Tehsil Bagpat,
Distt. Meerut 250617 (U.P.) |

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| 347. मोहिउद्दीनपुर शाखा,
जिला मेरठ-201205 | 347. B/o Mohiuddinpur,
Distt. Meerut-201205. |
| 348. दाहा शाखा,
ग्राम व पोस्ट दाहा,
जिला मेरठ-250622 (उ.प्र.) | 348. B/o Daha,
Vill & Post-Daha,
Distt.-Meerut-250622 (U.P.) |
| 349. कप्साह शाखा,
जिला मेरठ-250223 (उ.प्र.) | 349. B/o Kapsadh,
Distt. Meerut-250223 (U.P.) |
| 350. निरपुरा शाखा,
जिला मेरठ | 350. B/o Nirpura,
Distt. Meerut. |
| 351. ग्राम व पोस्ट टीकरी
जैन धर्मशाला,
जिला मेरठ | 351. Vill. & Post Tikri,
Jain Dharmshala,
Dist. Meerut. |
| 352. बामनाली शाखा,
जिला मेरठ-250620 (उ.प्र.) | 352. B/o Bamnauli,
Distt. Meerut-250620 (U.P.) |
| 353. मेरठ रोड, बागपत शाखा,
जिला मेरठ-250609 (उ.प्र.) | 353. Meerut Road,
B/o Baghpat,
Distt. Meerut-250609 |
| जिला मुरादाबाद | DISTRICT MURADABAD |
| 354. प्रिंस रोड, वाजिदनगर,
पोस्ट बॉक्स-246,
जिला मुरादाबाद-244001 (उ.प्र.) | 354. Prince Road,
Vajidnagar,
P.B. 246,
Distt. Muradabad 244001. |
| 355. मण्डी चौक, मुरादाबाद,
जिला मुरादाबाद-244001 (उ.प्र.) | 355. Mandi Chowk, Muradabad.
Distt. Muradabad 244001 (U.P.) |
| 356. हसनपुर (मोहकोट),
जिला मुरादाबाद-244241 (उ.प्र.) | 356. Hasanpur (Moh Kot),
Distt. Muradabad-244241 |
| 357. अमरोहा (बड़ा बाजार),
जिला मुरादाबाद-244221 (उ.प्र.) | 357. Amroha (Bara Bazar),
Distt. Muradabad 244221 (U.P.) |
| 358. चन्दासी शाखा,
जिला मुरादाबाद-202412 (उ.प्र.) | 358. Chandausi Branch,
Distt. Muradabad-202412 (U.P.) |
| जिला बुलन्दशहर | DISTT. BULANDSHAHR |
| 359. दनकौर (लम्बा बाजार),
जिला बुलन्दशहर-203201 (उ.प्र.) | 359. Dankaur (Lamba Bazar),
Distt. Bulandshahr-203201 (U.P.) |
| 360. जहांगीराबाद,
416, पुख्ता बाजार,
जिला बुलन्दशहर-202394 (उ.प्र.) | 360. Jahangirabad,
416, Pukhta Bazar,
Distt. Bulandshahr-202394 (U.P.) |
| 361. करायछबीला,
जिला बुलन्दशहर-245409 | 361. Karaichhabila,
Distt. Bulandshahr-245409 |
| 362. सिकन्दराबाद (काजीवाड़ा),
जिला बुलन्दशहर (उ.प्र.) | 362. Sikandrabad (Kaziwada),
Distt. Bulandshahr (U.P.) |
| 363. वैराफिरोजपुर,
ग्राम व पोस्ट वैराफिरोजपुर,
जिला बुलन्दशहर-245412 | 363. Wairaphirozpur,
Vill. & Post Wairaphirozpur,
Distt. Bulandshahr-245412. |
| 364. अंसारी रोड,
बुलन्दशहर-203001
जिला गाजियाबाद | 364. Ansari Road,
Bulandshahr-203001
DISTT. GHAZIABAD |
| 365. नई बस्ती,
गाजियाबाद-201001 | 365. Nai Basti,
Ghaziabad-201001 |
| 366. नवयुग मार्केट,
गाजियाबाद-201001 | 366. Navyug Market,
Ghaziabad-201001. |

367. साहिबाबाद इंडस्ट्रियल एरिया,
ए-30 साइट,
साजियाबाद-201010
368. बरही मण्डी, हापुड़,
जिला साजियाबाद-245101
369. जर्चा रोड, ददरी,
जिला साजियाबाद
370. लोअर बाजार, मोदीनगर,
जिला साजियाबाद 201204
371. नोएडा कॉम्प्लेक्स, नोएडा,
जिला साजियाबाद-201301
बैंक ऑफ इंडिया
उत्तर प्रदेश अंचल
372. बहराइच शाखा,
छावनी बाजार, बहराइच,
जिला बहराइच
373. सदर शाखा,
40, सदर बाजार, लखनऊ
374. बलिया शाखा,
लोहापट्टी, बलिया
मध्य प्रदेश अंचल
375. सतवास शाखा,
ग्राम व डाकघर सतवास,
तहसील कन्नौद,
जिला देवास
376. मोमन बड़ोदिया शाखा,
ग्राम मोमन बड़ोदिया,
जिला शाजापुर
377. दोईफोडिया शाखा,
ग्राम व डाकघर दोईफोडिया,
तहसील बुरहानपुर,
जिला पूर्ब निमाड़
378. जाकर शाखा,
ग्राम व डाकघर जाकर,
जिला पूर्ब निमाड़
379. खकनार शाखा,
ग्राम व डाकघर खकनार,
जिला पूर्ब निमाड़
380. रुस्तमपुर शाखा,
ब्लॉक पंधाना,
तहसील खंडवा,
जिला पूर्ब निमाड़
381. तुकाईथड शाखा,
ग्राम व डाकघर तुकाईथड,
तहसील बुरहानपुर,
जिला पूर्ब निमाड़-450327
382. अंजड शाखा,
अंजड, जिला पश्चिम निमाड़
बिहार अंचल
383. सीनी शाखा, रेलवे कॉलोनी,
ग्राम व डाकघर सीनी,
जिला सिहभूम
384. सोनुआ शाखा,
ग्राम व डाकघर सोनुआ,
जिला सिहभूम

367. Sahibabad Industrial Area,
A-30, Site, Ghaziabad 201010
368. Bari Mandi,
Hapur,
Distt. Ghaziabad 245101
369. Jarcha Road, Dadri,
Distt. Ghaziabad.
370. Loar Bazar, Modinagar,
Distt. Ghaziabad-201204
371. NOIDA, Complex,-NOIDA,
Distt. Ghaziabad-201301

BANK OF INDIA 'A' REGION UTTAR PRADESH

372. Bahraich Branch,
Chhawani Bazar,
Bahraich,
Distt. Bahraich, U.P.
373. Sadar Branch,
40, Sadar Bazar,
Lucknow (U.P.)
374. Ballia Branch,
Lohapatti, Ballia, U.P.

MADHYA PRADESH

375. Satwas Branch
AT & Post Satwas,
Tehsil Kannod,
Distt. Dewas, M.P.
376. Moman Barodia Branch,
Village Moman Barodia,
Distt. Shajapur, M.P.
377. Doiphodia Branch
At & Post Doiphodia,
Tehsil Burhanpur,
Distt. Est Nimar, M.P.
378. Jawar Branch,
At & Post Jawar,
Distt. East Nimar, M.P.
379. Khaknar Branch,
At & Post Khaknar,
Distt. East Nimar, M.P.
380. Rustampur Branch,
Block Pandhana,
Tehsil Khandwa,
Distt. East Nimar, U.P.
381. Tukaithad Branch,
Village & Post Tukaithad,
Tehsil Burhanpur,
Distt. East Nimar-450327
382. Anjad Branch
Anjad, Distt. West Nimar
- #### BIHAR ZONE
383. Sini Branch, Railway Colony,
At & Post Sini,
Distt. Singhbhum, Bihar.
384. Sonua Branch,
At & Post Sonua,
Distt. Singhbhum, Bihar

385. तिरुलडीह शाखा,
ग्राम व डाकघर तिरुलडीह,
जिला सिंहभूम
386. बाघमारा शाखा,
मैन रोड, डाकघर नवागढ़,
बाघमारा, जिला धनबाद
828306
387. बारामसिया शाखा,
ग्राम व डाकघर बारामसिया,
जिला धनबाद
388. बटविनोर शाखा,
डाकघर बटविनोर,
थाना चंदनक्यारी,
जिला धनबाद
389. बड़कागांव शाखा,
ग्राम व डाकघर बड़कागांव,
जिला हजारीबाग
390. भुरकुंडा शाखा,
पटेल नगर, भुरकुंडा,
जिला हजारीबाग-829106
391. बिष्णुगढ़ शाखा,
डाकघर बिष्णुगढ़,
जिला हजारीबाग
392. रामगढ़ शाखा,
डाकघर रामगढ़,
बरास्ता मोहनिया (सामाराम),
जिला रोहतास-821110
393. व्यापुर शाखा,
ग्राम व डाकघर व्यापुर,
दानापुर मनेर रोड,
जिला पटना
394. निसारपुर शाखा,
ग्राम निसारपुर,
ब्लाक व डाकघर नौबतपुर,
जिला पटना
395. अजवा शाखा,
ग्राम व डाकघर अजवा,
जिला पटना
उत्तरी अंचल
396. प्रांचलिक कार्यालय, उत्तरी अंचल,
हेरॉल्ड हाऊस, तल मंजिल,
बहादुरशाहजफर मार्ग,
नई दिल्ली-110002
गुजरात अंचल
397. मेहसाणा शाखा,
पिलाजी गंज, मेहसाणा,
384001
398. जंगराल शाखा,
ग्राम व डाकघर जंगराल,
तालुका पाटण,
जिला मेहसाणा
385. Tiruldih Branch,
At & Post Tiruldih,
Dist. Singhbhum, Bihar.
386. Baghmara Branch,
Main Road, P.O. Nawagarh,
Baghmara, Distt. Dhanbad,
Bihar 828306
387. Baramasia Branch,
At & Post Baramasia,
Dist. Dhanbad, Bihar
388. Batbinor Branch,
P.O. Batbinor,
P.S. Chandankyari,
Distt. Dhanbad, Bihar.
389. Darkagaon Branch,
At & Post Barkagaon,
Distt. Hazaribagh, Bihar.
390. Bhurkunda Branch,
Patel Nagar, Bhurkunda,
Distt. Hazaribagh—829106,
Bihar
391. Bishnugarh Branch,
Post Bhishnugarh,
Distt. Hazaribagh, Bihar.
392. Ramgarh Branch
P.O. Ramgarh,
Via Mohania (Sasaram),
Distt. Rohtas—821110,
Bihar
393. Vyapur Branch,
At & Post Vyapur,
Danapur-Maner Road,
Distt. Patna, Bihar,
394. Nisarpura Branch,
At Nisarpura,
Block & P.O. Naubatpur,
Distt. Patna, Bihar.
395. Ajwan Branch,
At & Post Ajwan,
Distt. Patna, Bihar.

NORTHERN ZONE

396. Zonal Office, Northern Zone,
Herald House, Ground Floor,
Bahadur Shah Zafar Marg,
Nw Delhi—110002.

GUJARAT ZONE

397. Mehsana Branch,
Pilani Ganj,
Mehsana,
Gujarat 384001
398. Jangral Branch,
At & Post Jangral,
Taluka Patan,
Distt. Mehsana, Gujarat.

399. कलोल शाखा,
वेपारी गिन के पास,
कलोल, मिया मेहसाणा
382721
400. सलाल शाखा, सलाल,
तालुका प्रान्तिज,
जिला साबरकांठा-383120
401. लोखंड बाजार शाखा,
लोखंड बाजार, भावनगर,
364001
402. नीलमबाग शाखा,
13, वीरभद्र नगर,
नीलमबाग के सामने,
भावनगर-364001
403. बोटाद शाखा, परा बाजार,
स्टेशन रोड, पो. बा. नं.-7, बोटाद,
जिला भावनगर-364710
404. कारदेज शाखा, शेठ बिल्डिंग,
मेन बाजार, कालवेज, बरसेवा
करनेज, जिला भावनगर
405. बलदिया शाखा,
बलदिया, तालुका भुज,
जिला कच्छ-370430
406. बाबापुर शाखा,
ग्राम बाबापुर, तालुका अमरेली,
जिला अमरेली
407. वाडिया शाखा,
बस स्टेशन रोड, वाडिया,
जिला अमरेली-364480
408. मार्केट यार्ड शाखा,
सरदार मार्केट यार्ड,
बस स्टेशन के सामने, गोंडल,
जिला राजकोट-360311
409. व्यारा शाखा,
गोलवड मेन रोड, पो. बा. नं.-26,
ग्राम व डाकघर व्यारा,
जिला सुरत-394650
410. कणजरी शाखा, कणजरी,
जिला खेड़ा-387325
- पुणे आंचल, (महाराष्ट्र)
411. विजयदुर्ग शाखा,
मकान नं. 61, बंदर रोड,
ग्राम व डाकघर विजयदुर्ग,
तालुका देवगढ़,
जिला सिंधुदुर्ग-416806
412. बोलथान शाखा,
बाजार पेठ, डाकघर बोलथान,
जिला नासिक-423106

399. Kalol Branch,
Near Vepari Gin,
Kalol Dist. Mehsana,
Gujarat 382721
400. Salal Branch,
Salal, Taluka Prantij,
Distt. Sabarkantha,
Gujarat 383120
401. Lokhand Bazar Branch,
Lokhand Bazar,
Bhavnagar, Gujarat 364001
402. Neelam Baug Branch,
13, Virbhandra, Nagar,
Opp. Neelam Baugh Palace,
Bhavnagar, Gujarat 364001
403. Botad Branch,
Para Bazar, Station Road,
P.N. No. 7, Botad,
Distt. Bavnagar, 364710
404. Kardej Branch,
Sheth Building, Main Bazar,
Kardej, Via Vartej,
Distt. Bhavnagar, Gujarat.
405. Baldia Branch,
Baldia, Taluka Bhuj-
Distt. Kutch, Gujarat 370430
406. Babapur Branch,
At Babapur, Taluka Amreli.
Distt. Amreli, Guajarat
407. Vadia Branch
Bus Station Road, Vadia,
Distt. Amreli.
Gujarat 364480
408. Market Yard Branch,
Sardar Market Yard,
Opp. Bus Station.
Gondal, Dist. Rajkot.
Gujarat 360311
409. Vyara Branch,
Golwad Main Road,
Post Box No. 26,
At & Post Vyara.
Distt. Surat, Gujarat 394650
410. Kanjari Branch,
Kanjari, Distt. Kheda.
Gujarat 387325

PUNE ZONE (MAHARASHTRA)

411. Vijayadurg Branch,
House No. 61, Bandar Road,
At & Post Vijayadurg,
Taluka Deogad,
Dist. Sindhudurg,
Maharashtra 416806
412. Bolthan Branch,
Bazar Peth, Post Bolthan,
Distt. Nasik,
Maharashtra 423106.

413. शिवाजी उद्यान शाखा,
दलवी बंगला, 6178/1,
एफ.पी. नं. 175, पुराना बंबई
आगरा रोड, नासिक
414. मंदरुप शाखा, आनंद सदन,
बाजार रोड, मंदरुप, तालुका
दक्षिण सोलापुर,
जिला सोलापुर-413221
415. पिलीव शाखा,
ग्राम व डाकघर पिलीव,
तालुका मालमिरस,
जिला सोलापुर
416. पार्ले टर्फ ठाने शाखा,
ग्राम व डाकघर पार्ले टर्फ ठाने,
तालुका पन्हाला,
जिला कोल्हापुर
बंबई महानगरीय प्रान्त
417. भायंदर शाखा,
बलराम पाटील रोड,
भायंदर (पूर्व), जिला ठाने
418. जुचंद्र शाखा,
ग्राम व डाकघर जुचंद्र,
तालुका वसई, जिला ठाने
419. बंगली नाका शाखा,
बंगली नाका, सांदुर,
डाकघर वसई, जिला ठाने-401201
420. भिवंडी शाखा,
26, प्रभुशाली, भिवंडी,
जिला ठाने
421. माझगांव शाखा,
141, पोरबंदरवाला इस्टेट,
डा. मसकरेनहस रोड, माझगांव,
400010
422. वाशी शाखा
मार्केट कॉम्प्लेक्स बिल्डिंग,
सेक्टर 15-16, वाशी, नई बंबई
जिला ठाने-400703
उत्तर प्रदेश प्रान्त
423. मऊनाथ भंजन शाखा,
गोला बाजार, मऊनाथ भंजन,
जिला अजमेर
424. कमलापुर शाखा,
पुलिस स्टेशन के सामने,
ग्राम व डाकघर कमलापुर,
जिला सोलापुर
425. सरोजिनी नगर शाखा,
5-डी, सरोजिनी नगर
को.ओ. हाऊस सोसायटी लिमिटेड,
जिला लखनऊ-226008
426. रुदौली शाखा,
मोहल्ला कोठी, रुदौली,
जिला बाराबंकी
413. Shivaji Udyan Branch,
'Dalvi's Bungalow',
6178/1, F.P. Nos. 175.
Old Bombay Agra Road,
Nasik.
414. Mandrup Branch,
Anand Sadan,
Bazar Road,
Mandrup, Taluka South Solapur,
Distt. Solapur 413221
415. Piliv Branch,
At & Post Piliv,
Taluka Malsiras,
Distt. Solapur, Maharashtra.
416. Parle Tarf Thane Branch,
At & Post Parle Tarf, Thane,
Taluka Panhala,
Distt. Kolhapur,
Maharashtra.
- BOMBAY METROPOLITAN ZONE**
417. Bhayandar Branch,
Balaram Patil Road,
Bhayandar (East)
Distt. Thane, Maharashtra.
418. Juchandra Branch,
At & Post Juchandra,
Taluka Vasai, Distt. Thane,
Maharashtra.
419. Bangli Naka Branch,
Bangli Naka, Sandur,
Post Vasai, Dist. Thane,
Maharashtra 401201
420. Bhiwandi Branch,
26, Prabhuali Bhiwandi,
Distt. Thane.
421. Mazgaon Branch,
141, Porbandarwalla Estate,
Dr. Mascarenhas Road,
Mazgaon, Bombay 400010
422. Bashi Branch
Market Complex Building,
Sector 15/16, Vashi,
Distt. Thane, New Bombay 400703
- U.P. ZONE 'A' REGION**
423. Maunath Bhanjan Branch,
Gola Bazar, Maunath Bhanjan,
Distt. Azamgarh, U.P.
424. Kamlapur Branch,
Opp. Police Station,
At & Post Kamlapur,
Distt. Sitapur, U.P.
425. Sarojini Nagar Branch,
5-D, Sarojini Nagar,
Co-op Hsg. Soc. Ltd.
Distt. Lucknow 226008
426. Rudauli Branch,
Mohalla Kothi, Rudauli,
Distt. Barabanki, U.P.

427. माधोगंज शाखा,
मिश्राना मोहल्ला,
ग्राम व डाकघर माधोगंज,
जिला हरदोई

मध्य प्रदेश प्रंचल

428. बांगरवा शाखा,
ग्राम व डाकघर बांगरवा,
तहसील बड़वाह,
जिला पश्चिम निमाड़

429. दोड़वा शाखा,
ग्राम व डाकघर दोड़वा,
इंदौर-खंडवा स्टेट हाइवे,
तहसील भिकनगांव,
जिला पश्चिम निमाड़

430. करही शाखा,
बाजार चौक, करही,
जिला पश्चिम निमाड़-451220

431. नागझीरी शाखा,
ग्राम व डाकघर नागझीरी,
तहसील खरगोन,
जिला पश्चिम निमाड़-451341

432. ऊन शाखा,
ग्राम व डाकघर ऊन,
तहसील खरगोन,
जिला पश्चिम निमाड़

433. ओझर शाखा,
ओझ, तहसील राजपुर,
जिला पश्चिम निमाड़-451550

434. राजपुर शाखा,
तहसील कार्यालय के सामने,
जुलवानीय रोड, राजपुर,
जिला पश्चिम निमाड़

435. झिरनिया शाखा,
ग्राम व डाकघर झिरनिया,
जिला पश्चिम निमाड़

436. नेपानगर शाखा,
मातापुर, नेपानगर,
तहसील बुरहानपुर,
जिला पूर्व, निमाड़

437. भिलाई शाखा
प्लॉट नं. 6, सिविल सेंटर,
भिलाई-490001

बिहार प्रंचल

438. सिवान शाखा,
सिवान, छुपरा रोड,
सिवान जिला सिवान

439. टोटो शाखा टोटो
घाघरा-गुमला रोड
ग्राम व डाकघर टोटो
जिला गुमला

427. Madhoganj Branch,
Mishrana Mohalla,
At & Post Madhoganj,
Distt. Hardoi U.P.

MADHYA PRADESH

428. Bangarda Branch,
At & Post Bangarda,
Tehsil Barwaha,
Dist. West Nimar, M.P.

429. Dodwan Branch,
Village & P.O. Dodwan,
Indore-Khandwa,
State Highway,
Tehsil Bhikangaon
Distt. West Nimar, M.P.

430. Karhi Branch,
Bazar Chowk, Karhi,
Distt. West Nimar,
Madhya Pradesh 451220

431. Nagziri Branch,
Village & Post Nagziri,
Tehsil Kargone,
Distt. West Nimar,
Madhya Pradesh 451341

432. Oon Branch
At & Post Oon,
Tehsil Kargone,
Distt. West Nimar, M.P.

433. Ozar Branch
Ozar, Tehsil Rajpur,
Distt. West Nimar 451550

434. Rajpur Branch
Opp. Tehsil Office,
Julwania Road, Rajpur,
Distt. West Nimar, M.P.

435. Zirniya Branch
At & P.O. Zirniya,
Distt. West Nimar, M.P.

436. Nepanagar Branch,
Matapur, Nepanagar,
Tehsil Burhanpur,
Distt. East Nimar, M.P.

437. Bhilai Branch,
Plot No. 6, Civil Centre,
Bhilai, Madhya Pradesh 490001

BIHAR ZONE

438. Siwan Branch,
Siwan-Chapra Road, Siwan,
Distt. Siwan, Bihar.

439. Toto Branch, Toto,
Chagra-Gumla, Road,
At & Post Toto,
Distt. Gumla, Bihar.

440. मरकचो शाखा
ग्राम व डाकघर मरकचो
जिला हजारीबाग
441. कुजु शाखा, कुजु
जिला हजारीबाग
442. चिरकुंडा शाखा,
जी.टी. रोड, मेन बाजार,
डाकघर चिरकुंडा, जिला धनबाद
828202
443. ठाकुरगाँव शाखा,
ग्राम ठाकुरगाँव
डाकघर गिंजो ठाकुरगाँव
बरास्ता ब्राम्बे, जिला रांची
444. कर्रा शाखा
ग्राम व डाकघर कर्रा
जिला रांची-835209
445. खेलारी शाखा
ए.सी.सी. कॉलोनी
डाकघर खेलारी
जिला रांची-829205
446. सिसवान-चैनपुर शाखा
चैनपुर बाजार
ग्राम व डाकघर चैनपुर
जिला सिवान
447. लावापुर नारायण शाखा
ग्राम व डाकघर लावापुर नारायण
जिला वैशाली
448. बिहिया शाखा
स्टेशन रोड, बिहिया
जिला भोजपुर-802152
449. मनेर शाखा
डाकघर मनेर, जिला पटना
801160
450. सेन्हा शाखा पातरगंज
ग्राम व डाकघर सेन्हा
लोहरदगा-गुमला रोड
जिला लोहरदगा
451. बंडु शाखा, सिनेमा रोड,
डाकघर बंडु,
जिला रांची-835204
452. बुरु शाखा,
ग्राम व डाकघर बुरु,
जिला रांची
- गुजरात अंचल
453. एलिस ब्रिज शाखा,
एलिस ब्रिज,
अहमदाबाद-380006
454. कडी शाखा,
लुहाई कुई रोड, एस.टी. स्टैंड के
सामने, सट्टर चौक, कडी
जिला मेहसाणा
455. वालुकड शाखा, वालुकड
डाकघर भावनगर-तख्तेश्वर
तालुका घोघा,
जिला भावनगर-364002
440. Markacho Branch,
At & Post Markachho,
Distt. Hazaribagh, Bihar.
441. Kuju Branch
Kuju, Distt. Hazaribagh, Bihar.
442. Chirkunda Branch
G.T. Road, Main Bazar.
P.O. Chirkunda,
Distt. Dhanbad 828202
443. Thakurgaon Branch,
At Thakurgaon,
P.O. Ginjo:Thakurgaon,
Via Brambay,
Distt. Ranchi, Bihar.
444. Karra Branch,
At & Post Karra,
Distt. Ranchi 835209
445. Khelari Branch,
A.C.C. Colony, P.O. Khelari,
Distt. Ranchi
Bihar 829205
446. Siswan Chainpur Branch
Chainpur Bazar,
At & Post Chainpur,
Distt. Siwan, Bihar.
447. Lawapur Narayan Branch
At & Post Lawapur Narayan,
Distt. Vaishali, Bihar.
448. Bihia Branch,
Station Road, Bihia,
Distt. Bhojpur 802152.
449. Maner Branch,
P.O. Maner ,
Dist. Patna, Bihar, 801108
450. Senha Branch,
Powerganj, Village & P. O. Senha.
Lohardaga-Gumla Road,
Distt. Lohardaga, Bihar.
451. Bundu Branch,
Cinema Road, P.O. Bundu,
Distt. Ranchi 835204
452. Burmu Branch,
At & Post Burmu,
Distt. Ranchi, Bihar.
- GUJARAT ZONE 'B' REGION
453. Ellis Bridge Branch
Ellis Bridge.
Ahmedabad 380006
454. Kadi Branch, Luhai Dul Road.
S.T. Stand (Opp).
Sardar Chowk, Kadi,
Distt. Mehsana, Gujarat.
455. Valukad Branch, Valukad,
P.O. Bhavnagar-Takhteshwar,
Taluka- Ghogha,
Distt. Bhavnagar 364002

456. दहिसरा शाखा दहिसरा,
तालुका भुज जिला कच्छ
370485

457. युनिवर्सिटी रोड शाखा,
युनिवर्सिटी रोड पो.बा. नं. 2
वडोदरा-390002

बम्बई महानगर अंचल

458. डोंबिवली शाखा श्रीधर निवास,
मानपाड़ा रोड के पास,
राजेन्द्र प्रसाद रोड (डोंबिवली) (पूर्व)
जिला ठाणे, महाराष्ट्र-421201

459. वडाला (पूर्व) शाखा
328 कात्रक रोड,
वडाला-400031

460. कोपरा कालोमी शाखा
जीवन संगीत बिल्डिंग
भारत ईंगलिश स्कूल के पास
साधू वासवानी नगर
ठाणे (पूर्व),
महाराष्ट्र-400603

461. मालाड (पूर्व) शाखा
“द्वारकेश” निवेडिया नगर,
निवेडिया रोड, मालाड (पूर्व)
बम्बई-400064

462. अंधेरी-पूर्व (सीपज़) शाखा,
सीपज़ सर्विस सेंटर बिल्डिंग,
मरोल इंडस्ट्रियल एरिया
अंधेरी (पूर्व), बम्बई-400096

पुणे अंचल

463. मखमलाबाद शाखा,
मकान नं. 362 ग्राम व डाकघर
मखमलाबाद तालुका न. जिला
नासिक महाराष्ट्र-422003

464. इचलकरंजी शाखा, गोकुल भुवन,
कल्पना थिएटर के पास हवा महल,
बंगला रोड इचलकरंजी,
जिला कोल्हापुर, महाराष्ट्र

465. चंदगाड़ शाखा
216 गुरुवार पथ, चंदगाड़,
जिला कोल्हापुर, महाराष्ट्र-416509

466. हुपरी शाखा, बाजार पथ हुपरी,
तालुका, हातकणंगले जिला
कोल्हापुर, महाराष्ट्र-416203

467. धालगाव शाखा, धोकटे बिल्डिंग,
बाजार पथ तालुका कावठे, महाराष्ट्र,
जिला सांगली महाराष्ट्र

456. Dahisara Branch,
Dahirara, Taluka Bhuj,
Distt. Kutch 370485

457. University Road, Branch,
University Road, P.B. No. 2,
Vadodara 390002

BOMBAY METROPOLITAN ZONE

458. Dombivli Branch,
Shreedhar Niwas,
Opp. Manpada Road,
(Rajendra Prasad Road),
Dombivli (East), Dist. Thane.
Maharashtra 421201

459. Wadala (East) Branch
328, Katrak Road,
Wadala 400031

460. Kapri Colony Branch,
Jeevan Sangeet Bldg.,
Near Bharat English School,
Sadhu Vaswani Nagar,
Thane (East),
Maharashtra 400603

461. Malad (East) Branch,
“Dwarkesh” Nevatia Nagar,
Nevatia Road, Malad (East),
Bombay 400064

462. Andheri -East (Seepz) Branch,
Seepz Service Centre Bldg.,
Marol Industrial Area,
Andheri (East),
Bombay 400096

PUNE ZONE

463. Makhamalabad Branch,
House No. 362,
At & Post Makhamalabad,
Tal. & Dist. Nasik,
Maharashtra 422002

464. Ichalkaranji Branch,
“Gokul Bhuvan”, Near Kalpana, Theatre,
Hava Mahal,
Bungalow Road,
Ichalkaranji,
Distt. Kolhapur, Maharashtra.

465. Chandgad Branch,
216, Guruwar Peth,
Chandgad,
Distt. Kolhapur, Maharashtra 416509

466. Hupari Branch,
Bazar Peth Hupari
Taluka, Hatkanangale,
Distt. Kolhapur, Maharashtra 416203

467. Dhalgaon Branch
Dhokte Bldg.
Bazar Peth, Taluka Kawathe,
Mahankal, Distt. Sangli,
Maharashtra.

468. गोटखिन्दी शाखा,
ग्राम व डाकघर गोटखिन्दी,
तालुका वालवा, जिला सांगली,
महाराष्ट्र-416301

469. मुचंडी शाखा,
ग्राम व डाकघर मुचंडी तालुका जल
जिला सांगली महाराष्ट्र-416404

470. खरसुंडी शाखा,
ग्राम व डाकघर खरसुंडी,
तालुका आठपाडी
जिला सांगली, महाराष्ट्र

471. लातूर शाखा, चन्द्रनगर,
काकु शेठ उका मार्ग,
पो. बा. नं. 26, लातूर,
जिला लातूर महाराष्ट्र

472. भोसे शाखा, मित्र प्रेम भोसे,
तालुका मंगलवेडा जिला सोलापुर
महाराष्ट्र-413322

सेन्ट्रल बैंक ऑफ इंडिया
बम्बई महानगर अंचल

473. डोंबिवली
जिला ठाणे

474. कल्याण
जिला ठाणे

475. सातार्डा
जिला सिंधुदुर्ग

476. कोसबाद-हिल
जिला ठाणे

477. उल्हासनगर
जिला ठाणे

478. विरार
जिला ठाणे

479. नेहरू नगर
कुर्ला

480. सान्ताक्रुज

481. टर्नर रोड
बान्द्रा

482. दादर

483. अंधेरी

484. खार

485. माहिम

486. घाटकोपर

487. खेर नगर

488. कान्दिवली

489. मुलुंद

468. Gotkhindi Branch,
At & Post Gotkhindi,
Taluka Walwa,
Distt. Sangli,
Maharashtra 416301

469. Muchandi Branch
At & Post Muchandi,
Taluka Jath,
Distt. Sangli, Maharashtra 416404

470. Kharsundi Branch
At & Post Kharsundi,
Taluka Atpadi,
Distt. Sangli Maharashtra.

471. Latur Branch,
Chandrangar,
Kakusheth Uka Marg,
P.B.No. 26, Latur,
Distt. Lature, Maharashtra.

472. Bhose Branch,
Mitra Prem,
Bhose Taluka Mangalwedha,
Distt. Solapur Maharashtra-413322

Central Bank of India
BOMBAY METROPOLITAN ZONE

473. Dombivli
Distt. Thane.

474. Kalyan
Distt. Thane.

475. Satarda
Distt. Sindhu Durg

476. Kosbad Hill
Distt. Thane.

477. Ulhasnagar
Distt. Thane.

478. Virar
Distt. Thane.

479. Nehru Nagar
Kurla

480. Santacruz

481. Turner Road.
Bandra

482. Dadar

483. Andheri

484. Khar

485. Mahim

486. Ghatkopar

487. Kher Nagar.

488. Kandivli

489. Mulund

490. सुंदर नगर गोरेगांव	490. Sunder Nagar Goregaon
491. ठाणे क्षेत्रीय कार्यालय चंडीगढ़ घंवल	491. Thane Regional Office. Chandigarh Zone
492. क्षेत्रीय कार्यालय शिमला	492. Regional Office Simla
पुणे घंवल (महाराष्ट्र)	Pune Zone (Maharashtra)
493. चोरवड जिल्हा जलगांव	493. Chorwad Distt. Jalgaon
494. शिरसोली जिल्हा जलगांव	494. Sirsoli Distt. Jalgaon
495. कासोडा जिल्हा जलगांव	495. Kasoda Distt. Jalgaon
496. दीपनगर जिल्हा जलगांव	496. Deep Nagar Distt. Jalgaon
497. धामोरा जिल्हा जलगांव	497. Dhaura Distt. Jalgaon
498. सुपा जिल्हा अहमदनगर	498. Supa. Distt. Ahmednagar
499. बोधेगांव जिल्हा अहमदनगर	499. Bodhegaon Dist. Ahmednagar
500. वालकी जिल्हा अहमदनगर	500 Walki Distt. Ahmednagar
501. कोलगांव जिल्हा अहमदनगर	501 Kolgaon Distt. Ahmednagar
502. नागपुर जिल्हा अहमदनगर	502 Nagapur Distt. Ahmednagar
503. शिरडी जिल्हा अहमदनगर	503 Shiridi Distt. Ahmednagar
504. श्रीगोंदा जिल्हा अहमदनगर	504 Shrigonda Distt. Ahmednagar
505. वामोरी जिल्हा अहमदनगर	505 Vambori Distt. Ahmednagar
506. संगमनेर जिल्हा अहमदनगर	506 Sangamner Distt Ahmednagar
507. निघोज जिल्हा अहमदनगर	507 Nighoj Distt. Ahmednagar
508. पार्थडी जिल्हा अहमदनगर	508 Pathardi Distt. Ahmednagar
509. अकोला जिल्हा अहमदनगर	509 Akola Distt. Ahmednagar
510. नेवासा जिल्हा अहमदनगर	510 Newasa Distt Ahmednagar
511. श्रीरामपुर जिल्हा अहमदनगर	511 Shrirampour Distt. Ahmednagar
512. बारगांव नंदुर जिल्हा अहमदनगर	512 Baragaon Nandur Distt Ahmednagar

513. पारनेर
जिला अहमदनगर

514. खर्डा
जिला अहमदनगर

515. श्री शिवाजी नगर
जिला अहमदनगर

516. चांदा
जिला अहमदनगर

517. धोवगांव
जिला अहमदनगर

518. शहर टाकली
जिला अहमदनगर

519. जामनेर
जिला अहमदनगर

520. वाढोवे
जिला जलगांव

521. फतेपुर
जिला जलगांव

522. कजगांव
जिला जलगांव

523. गणेशनगर
जिला अहमदनगर

अहमदाबाद क्षेत्र (गुजरात)

524. फ्रीलैंडगंज, दोहद
जिला पंचमहल

525. जसवाड़ा,
जिला पंचमहल

526. कटवाड़ा
जिला पंचमहल

527. मकरपुरा, वडोदरा

528. बोरियावी
जिला खेड़ा

529. खंभोलज
जिला खेड़ा

530. अलिबावाड़ा
जिला जामनगर

531. दिंडोली
जिला सुरत

532. अंकलेश्वर
जिला ब्रोच

533. भटार रोड
जिला सुरत

दिल्ली क्षेत्र

534. उदयपुर
जिला उदयपुर

535. भीलवाड़ा
जिला भीलवाड़ा

513. Parner
Distt. Ahmednagar

514. Kharda
Distt. Ahmednagar

515. Shri Shivaji Nagar
Distt. Ahmednagar

516. Chanda
Distt. Ahmednagar

517. Dhivgaon
Distt. Ahmednagar

518. Sahar Takli
Distt. Ahmednagar

519. Janmner
Distt. Ahmednagar

520. Wadhode
Distt. Jalgaon

521. Fattepur
Distt. Jalgaon

522. Kajagaon
Distt. Jalgaon

523. Ganeshnagar
Distt. Ahmednagar

Ahmedabad Zone (Gujarat)

524. Freelandganj,
Dohad,
Distt. Panchmahal

525. Jaswada
Distt. Panchmahal

526. Katwara
Distt. Panchmahal

527. Makarpura,
Vadodara

528. Boriavi
Distt. Kaira

529. Khambholaj
Distt. Kaira

530. Aliabavada
Distt. Jamnagar

531. Dindoli
Distt. Surat

532. Ankleshwar
Distt. Broach

533. Bhatar Road,
Distt. Surat

Delhi Zone

534. Udaipur
Distt. Udaipur

535. Bhilwara
Distt. Bhilwara

536. गोवर्धनपुरा सर्किल कोटा,
जिला कोटा
537. आर्यसमाज रोड, कोटा
जिला कोटा
- बैंक ऑफ बड़ोदा उत्तर प्रदेश ग्रंथालय
538. खटीमा शाखा,
पोस्ट खटीमा,
जिला नैनीताल-62308
539. रामनगर शाखा,
पोस्ट रामनगर,
जिला नैनीताल-244715
540. मिलक शाखा,
पोस्ट मिलक,
जिला रामपुर-243701
541. देहरादून शाखा
पो. बा. 117, 9-एस्टे,
हाली, राजपुर रोड,
देहरादून-248001
542. मेरठ शाखा,
पो. बा. 74, 188-आब्लाने,
मेरठ कैंट-250001
543. सहारनपुर शाखा,
पो. बा. 70, रेलवे रोड,
सहारनपुर-247001
544. हरिद्वार शाखा,
अपर रोड, हरिद्वार,
जिला सहारनपुर-249401
545. रुड़की शाखा,
22, सिविल लाइन्स, रुड़की,
जिला सहारनपुर
546. मौजमपुर नारायण शाखा,
मौजमपुर नारायण,
जिला बिजनौर
547. कीरतपुर शाखा,
बारी कीरतपुर,
जिला बिजनौर
548. नसीबाबाद शाखा,
नसीबाबाद,
जिला बिजनौर
549. नगीना शाखा नगीना,
जिला बिजनौर
- इलाहाबाद क्षेत्र
550. नीचीबाग शाखा
पो. बा. 119
सी. के. 59/40-नीचीबाग,
वाराणसी-221001
- 536 Govrdhanpura Circle,
Kota,
Distt Kota
- 537 Aryasamaj Road,
Kota,
Distt. Kota
- Bank of Baroda U P Zone
- 538 Khatima Branch,
Post Khatima,
Distt Nainital 62308
- 539 Ramnagar Branch,
Post Ramnagar,
Distt Nainital 244715
- 540 Milak Branch,
Post Milak
Distt. Rampur 243701
- 541 Dehradoon Branch,
Post Box No 117,
9, Estlehali, Rajpur Road,
Dehradoon 248001
- 542 Meerut Branch,
P.B. No. 74, 188, Aablane.
Meerut cant 250001
- 543 Saharanpur Branch,
P.B.No. 70,
Rly. Road,
Saharanpur 247001
- 544 Haridwar Branch,
Upper Road, Haridwar,
Distt. Saharanpur 249401
- 545 Rurkee branch,
22, Civil Lines, Rurkee,
Distt Saharanpur
- 546 Mauzampur Narain branch,
Mauzampur Narain,
Distt Biznaur
- 547 Keeratpur baranch,
Bari Keeratpur,
Distt Biznaur
- 548 Nazibabad branch,
Nazibadbad,
Distt Biznaur
- 549 Nagina branch,
Nagina,
Distt Biznaur
- Allahabad Region
- 550 Neechibaug branch,
P.B. No. 119,
C.K. 59/40, Neechibaug,
Varanasi 221001

551. पी. डी. टंडन रोड शाखा
पी. डी. टंडन रोड,
इलाहाबाद-211001
552. श्यामगंज शाखा,
292, गंगपुर, श्यामगंज
बरेली-243001
553. पूरनगंज शाखा पो. बा. -4
कोकरा बिल्डिंग पूरनगंज
पीलीभीत-262001

फैजाबाद क्षेत्र

554. फैजाबाद शाखा
विष्णु मार्केट मोतीबाग
फैजाबाद-224001
555. सुलतानपुर शाखा
सिविल लाइंस
सुलतानपुर-228001
556. अमैठी शाखा, अमैठी
सुलतानपुर-228005
557. अकबरपुर शाखा,
क्षेत्रीय श्री गंधी आश्रम बिल्डिंग,
अकबरपुर, जिला फैजाबाद
558. मायाबाजार शाखा,
मायाबाजार फैजाबाद
559. मसौदा शाखा, मसौदा,
पो. मोतीनगर (फैजाबाद)
560. सुचितगंज शाखा
सुचितगंज पो. शोहावल
रेलवे स्टेशन फैजाबाद-224188

कानपुर क्षेत्र

561. फतेहपुर शाखा
कानपुर
562. नयागंज शाखा
नयागंज (एमएसए),
कानपुर
563. मलवा शाखा,
मलवा (फतेहपुर) 212664

लखनऊ क्षेत्र

564. रायबरेली शाखा,
स्वराजनगर, कचेहरी रोड,
पो. बा. 12, रायबरेली-229001
565. जायस शाखा, जायस,
(रायबरेली)-229305

- 551 P.D. Tondon Road, Branch,
P.D. Tandan Road,
Allahabad 211001

- 552 Shyamganj Branch,
293, Gangapur, Shyamganj,
Bareilly 243001

- 553 Pooranganj Branch,
P.B.No. 4, Kokra Bldg.
Pooranganj,
Pilibhit 262001

FAIZABAD REGION

- 554 Faizabad Branch,
Vishnu Market, Motibaug,
Faizabad 224001
- 555 Sultanpur branch,
Civili Lines,
Sultanpur 228001
- 556 Amethi Branch,
Amethi,
Sultanpur 228005
- 557 Akbarpur Branch,
Khetriya Shree Gandhi Ashram Bldg ,
Akbarpur,
Distt. Faizabad.
- 558 Mayabazar Branch,
Mayabazar,
Distt. Faizabad
- 559 Masaudha Branch,
Masaudha, Post Motinagar
Distt. Faizabad
- 560 Suchitaganj Branch,
Suchitaganj, Post Shohaval,
Rly. Station
Faizabad 224188

KANPUR REGION

- 561 Fatehpur Branch,
Kanpur
- 562 Nayaganj Branch,
Mayaganj (MSA),
Kanpur
563. Malwaon Branch,
Malwaon (Fatehpur) 212664

LUCKNOW REGION

- 564 Raibareli Branch,
Swarajnagar, Kachehari Road,
P.B. No. 12, Raibareilly 229001
565. Jayace Branch,
Jayace (Raibareilly) 229305

566. बछरावा शाखा
बछरावा (रायबरेली)
567. गोविन्दगंज शाखा
गोविन्दगंज (साहजहानपुर)
242001
568. कान्त शाखा, पो. कान्त,
साहजहानपुर
569. पोवाया शाखा
पोवाया-242401 (साहजहानपुर)
570. रोजा जंक्शन शाखा
सी-इंडस्ट्रियल इस्टेट,
रोजा-242406 (साहजहानपुर)
571. बह्राइच शाखा
छावनी बाजार
बह्राइच-271804
572. संबोला शाखा
अशराफटोला, संबोला,
(हरदोई)-241204
लीड बैंक कार्यालय, उत्तर प्रदेश
573. सिविल लाइंस शाखा
25ए/28-लाल बहादुर शास्त्री मार्ग,
बैनर्जी बिल्डिंग, सिविल लाइंस,
इलाहाबाद-211001
574. प्रतापगढ़ शाखा
कचेहरी रोड,
राजा प्रताप बहादुर पार्क,
प्रतापगढ़-230001
575. बिहारीपुर शाखा
छैल बिहारी कपूर मार्ग
बिहारीपुर-बरेली
576. पीलीभीत शाखा
मुख्य शाखा-पीलीभीत
577. फैजाबाद मुख्य शाखा
फैजाबाद
578. सुलतानपुर शाखा
अक्षत भवन-सुलतानपुर
579. गुमटी नं. 5 शाखा
गुमटी नं. 5, द्वितीय तल,
कानपुर
580. गुमटी नं. 5,
गुमटी नं. 5, कानपुर (वेहात)
581. फतेहपुर शाखा
जी.टी. रोड, फतेहपुर
582. रायबरेली शाखा
कचेहरी रोड, रायबरेली
583. गोविन्दगंज शाखा
गुटका लॉज, गोविन्दगंज,
साहजहानपुर
- 566 Bachharawa Branch,
Bachharawa (Raibareili)
- 567 Govindganj Branch,
Govindganj (Sahjahanpur) 242001
- 568 Kant Branch,
Post Kant,
Sahjahanpur
- 569 Powaiya Branch,
Powaiya-242401 (Sahjahanpur)
- 570 R ja Junction Branch,
C-Industrial Estate,
Raja-242406 (Sahjahanpur)
- 571 Bahraich Branch,
Chhawani Bazar
Bahraich 271804
- 572 Sandeela Branch,
Ashraftola, Sandeela
(Hardoi) 241204
LEAD BANK OFFICE U.P.
- 573 Civil Lines Branch,
25A/28 Lalbahadur Sashtri Road,
Banerji Bldg , Civil Lines,
Allahabad 211001
- 574 Pratapgarh Branch,
Kacheri Road,
Rajapratap Bahadur Park,
Pratapgarh 230001.
- 575 Biharipur Branch,
Chail Bihari Kapoor Marg,
Biharipur Bareili
- 576 Pilibheet Branch,
Main Branch-Pilibheet
- 577 Faizabad Main Branch,
Faizabad
- 578 Sultanpur Branch,
Bachat Bhavan, Sultanpur
- 579 Gumati No 5 Branch,
Gumati No 5, 11nd Floor,
Kanpur
- 580 Gumati No. 5
Gumati No. 5,
Kanpur (Village)
- 581 Fatehpur Branch,
G.T. Road,
Fatehpur
- 582 Raibareili Branch,
Kacheri Road,
Raibareili
- 583 Govindganj Branch,
Gutka Lodge,
Govindganj,
Distt Sahajahanpur

584. मल्लीताल शाखा गोलघर, मल्लीताल जिला नैनीताल	584 Mallital Branch, Golghar, Mallital Distt. Nainital
585. रामपुर शाखा सिविल लाइंस, रामपुर राजस्थान प्रान्त जयपुर क्षेत्र	585 Rampur ranch, Civil Lines, Rampur RAJASTHAN ZONE JAIPUR REGION
586. स्टेशन रोड, पुलिस लाइन के सामने, जयपुर 302006	586 Station Road Opp. Police Lines, Jaipur 302006
587. उद्योग भवन, तिलक मार्ग, सी-स्कीम, जयपुर-302005	587 Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005
588. मण्डी अतुल रोड, पोस्ट बॉक्स 23, भारतपुर-321001	588 Mandi Atul Road, Post Box No. 23, Bharatpur 321001
589. श्री महावीरजी शाखा श्री महावीर जी-322220 जिला सवाई माधोपुर	589 Shree Mahaveerji Branch, Shree Mahaveerji 322220 Distt. Sawai Madhopur.
590. सिवाड़ शाखा, सिवाड़, जिला सवाई माधोपुर पिन-322704	590 Seewad Branch, Seewad, Distt. Sawai Madhopur, Pin 3227041
591. वजीरपुर शाखा वजीरपुर-322219 जिला सवाई माधोपुर	591 Vajeerpur Branch, Vajeerpur 322219. Distt. Sawai Madhopur
592. हिण्डौन शाखा हिण्डौन-322230	592 Hindaon Branch, Hindaon 322230
593. शहर शाखा शहर-322204 (तह. मादीतो) जिला सवाई माधोपुर	593 Shahar Branch, Shahar 322204 (Teh. Nadoti), Distt. Sawai Madhopur.
594. भगवतगढ़ शाखा भगवतगढ़-322701 जिला सवाई माधोपुर	594 Bhagwatgarh Branch, Bhagwatgarh 322701. Distt. Sawai Madhopur.
595. मेन मार्केट महू इब्राहिमपुर जिला सवाई माधोपुर	595 Main Market, Mahu Ibrahimpur, Distt. Sawai Madhopur.
596. सेवा शाखा, सेवा, जिला सवाई माधोपुर अजमेर क्षेत्र	596 Sewa Branch, Sewa, Distt. Sawai Madhopur. AJMER REGION
597. भावता, जिला अजमेर	597 Bhawante, Distt. Ajmer.
598. किशंगढ़, जिला अजमेर	598 Kishangarh Distt. Ajmer
599. सराधना, जिला अजमेर	599 Saradhana, Distt. Ajmer.
600. केकड़ी, जिला अजमेर	600 Kekadi, Distt. Ajmer

601. मांडलगढ़, जिला भीलवाड़ा	601 Mandelgarh, Distt. Bhilwara
602. कनेछन कला, जिला भीलवाड़ा	602 Kancchhan Kala, Distt. Bhilwara.
603. पंडेर, जिला भीलवाड़ा	603 Pander, Distt. Bhilwara.
604. रामसर, जिला भीलवाड़ा कोटा क्षेत्र	604 Ramsar, Distt. Bhilwara.
KOTA REGION	
605. मेन बाजार, बनेठा, तह. उनियारा, जिला टोंक	605 Main Bazar, Banetha, Tah Uniyara, Distt Tonk
606. मेन मार्केट, झिलाय	606 Main Market, Jhilai
607. निकट बस स्टैंड पचेवर, जिला टोंक	607 Near Bus Stand Pachewar, Distt. Tonk.
608. अर्नोदा, जिला चित्तौड़गढ़	608. Arnoda, Dist. Chitorgarh.
609. कंकरवा, जिला चित्तौड़गढ़	609. Kankarwa, Distt. Chitorgarh.
610. सदर बाजार, बोहेड़ा-322404	610. Sadar Bazar, Boheda 322404
611. लब्रल, जिला बूंदी	611. Labral, Distt. Bundi
612. डाबी 323022	612. Dabee 323022
613. झाली जी का बराना, जिला बूंदी उदयपुर क्षेत्र	613. Jhali Ji Ka Barana, Distt. Bundi. Udaipur Region
614. छोटी सरवा, जिला बांसवाड़ा	614. Chhoti Sarva, Distt. Banswada
615. नरवाली, जिला बांसवाड़ा	615. Narvali, Distt. Banswada
616. पीपलखुंट, डाकघर पीपलखुंट, तह. घांटोल, जिला बांसवाड़ा-327029	616. Pipalkhunt, Post. Pipalkhunt, Tah. Ghantol, Distt. Banswada-327029
617. सालिया, जिला बांसवाड़ा	617. Saliya, Distt. Banswada
618. सल्लीपाट, जिला बांसवाड़ा	618. Sallopat, Distt. Banswada
619. भीलड़ा, जिला डूंगरपुर	619. Bhilara, Distt. Dungarpur
620. देवल, जिला डूंगरपुर	620. Dewal, Distt. Dungarpur
621. गामड़ी अहाड़ा जिला डूंगरपुर	621. Gamdi Ahada Distt, Dungarpur
622. मांडला, जिला डूंगरपुर जोधपुर क्षेत्र	622. Mandali, Distt. Dungarpur Jodhpur Region
623. बीदासर, जिला चुरू	623. Beedsar, Distt. Churu
624. रतन नगर, जिला चुरू	624. Ratan Nagar, Distt. Churu

625. सुडसर, जिला चुरू
626. बगडु, जिला झुंझुनू
627. मंद्रेला, जिला झुंझुनू
628. असलीसर, जिला झुंझुनू

629. चुरी छतारपुरा
जिला झुंझुनू

उत्तरी अंचल
दिल्ली शहर क्षेत्र

630. कीर्ति नगर शाखा,
1/115-116, सुभाष सदन,
टिम्बर ब्लॉक सेंटर,
(इस्यू. एच. एस.) कीर्ति नगर,
नई दिल्ली

631. जनकपुरी शाखा
3-बी, ब्लॉक कम्युनिटी सेंटर,
जनकपुरी, नई दिल्ली-110058

632. शकारपुर शाखा
यू-198 विकास मार्ग,
शकारपुर, दिल्ली-110092

633. सदर बाजार शाखा
पो. बा. नं. 1090
फूटा मार्ग, सदर बाजार,
बारा टूटी चौक के निकट,
दिल्ली-110006

634. दरियागंज शाखा
3792, सुभाष मार्ग,
चौक दरियागंज
नई दिल्ली-110002

635. शक्ति नगर शाखा
पो. बा. नं. 2114,
114-ए, कमला नगर
चौक शक्ति नगर, जी.टी. रोड,
दिल्ली-110007

636. पूसा रोड, शाखा,
पो. बा. नं. 6048,
विक्रम टावर, प्रथम तल,
पूसा रोड, 16 राजेन्द्र प्लेस,
नई दिल्ली-110003
मध्य प्रदेश क्षेत्र

637. अलिराजपुर शाखा
जगदम्बा भवन, 232 एम जी रोड,
अलिराजपुर, जिला झाबुआ

638. पेटलावद शाखा,
टैगोर मार्ग, पेटलावद,
जिला झाबुआ

639. पारा शाखा,
पोस्ट आफिस पारा,
जिला झाबुआ

625. Sudasar, Distt. Churu
626. Bagadu, Distt. Zhunzhunu
627. Mandrela, Distt. Zhunzhunu
628. Aslisar, Distt. Jhunjhunu
629. Churi Chhatarpura,
Distt. Jhunjhunu

NORTHERN ZONE Delhi City Region

630. Kirtinagar Branch,
1/115, 116 Subhash Sadan,
Timbar Block Center,
(W.H.S.) Kirtinagar,
New Delhi
631. Janakpuri branch,
3-B, Block Community Centre,
Janakpuri, New Delhi-110058
632. Shakarpur Branch,
U-198 Vikas Marg,
Shakarpur, Delhi-110092
633. Sadar Bazar Branch,
P.B.No. 1090,
Phoota Marg, Sadar Bazar,
Near Bara Tooti Chowk,
Delhi-110006
634. Daryaganj Branch,
3792, Subhash Marg,
Chowk Daryaganj,
New Delhi-110002
635. Shakati Nagar Branch,
P.B.No. 2114,
114-A, Kamala Nagar,
Chowk Shakati Nagar,
Delhi-110007
636. Poosa Road Branch,
P.B.No. 6048,
Vikram Tower, Ist Floor,
Poosa Road, 16, Rajendra Place,
New Delhi-110003

Madhya Pradesh Region

637. Alirajpur Branch
Jagdamba Bhavan, 232 M.G. Road,
Alirajpur, Distt. Jhabua
638. Petalavad Branch,
Tagor Marg, Petalavad,
Distt. Jhabua
639. Para Branch,
Post Office Para
Distt. Jhabua

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| 640. उदयगढ़ शाखा, उदयगढ़,
जिला साबुधा | 640. Udaigarh Branch, Udaigarh,
Distt. Jhabua |
| 641. किलेपाल शाखा,
तालुका बस्तानुर ब्लॉक
जिला बस्तर | 641. Kilepal Branch,
Tal. Bastanur Block,
Distt. Bastar |
| 642. साजा शाखा, साजा,
जिला दुर्ग | 642. Saja branch, Saja,
Distt. Durg |
| 643. कटनी शाखा, कटनी,
सिंघानिया क्लॉथ मार्केट,
जिला कटनी-483501 | 643. Katani Branch, Katani,
Singhania Cloth Market,
Distt. Katani-483501 |
| 644. शहदोल शाखा,
17, मेन रोड,
शहदोल-484001 | 644. Shahdol branch,
17, Main Road,
Shahdol-484001 |
| 645. खंडवा शाखा,
टाउन हाल के सामने,
बॉम्बे बाजार, खंडवा,
तालुका खंडवा, जिला ईस्ट निमर | 645. Khandava Branch,
Opp. Town Hall,
Bombay Bazar, Khandava,
Tal. Khandava,
Distt. East Nimar |
| 646. रोहतक शाखा,
सिविल रोड, रोहतक,
हरियाणा | 646. Rohtak Branch,
Civil Road, Rohtak,
Haryana |
| 647. कैथल शाखा,
कन्वन्ता गेट रोड,
पो. बा. 320, निकट अशोक सिनेमा,
कैथल-132027 | 647. Kaithal Branch,
Chandan Gate Road,
P.B.No. 320,
Near Ashoka Cinema,
Kaithal-132027 |
| 648. यमुना नगर शाखा,
न्यू फाउन्टेन चौक,
वर्कशॉप रोड, यमुना नगर,
जिला अम्बाला | 648. Ymuna nagar Branch,
New Fountain Chowk,
Workshop Road, Yamuna Nagar,
Distt. Ambala |
| 649. हिसार शाखा,
पो. बा. 26, मोहिनी निवास,
नई मण्डी रोड,
हिसार-125001 | 649. Hisar Branch,
P.B.No. 26, Mohini Niwas,
New Mandi Road,
Hisar-1250001 |
| 650. मंडी शाखा,
187/3 रावलसर रोड, मंडी,
जिला मंडी, हिमाचल प्रदेश | 650. Mandi Branch,
187/3 Ravelsar Road, Mandi,
Distt. Mandi, Himachal Pradesh |
| 651. गोरया शाखा,
जी.टी. रोड, गोरया-144409
जिला जालन्धर, पंजाब | 651. Goraya Branch,
G.T.Road, Goraya-144409
Distt. Jallundhar, Punjab |
| 652. अमलोह शाखा,
शक्ति निवास, नाभा रोड,
अमलोह-147203
जिला पटियाला | 652. Amloh Branch,
Shakti Niwas, Nabha Road,
Amloh-147203,
Distt. Patiyala |
| 653. रमीधी शाखा,
रमीधी, वाया जे. जे. नगर,
जिला कपूरथला, पंजाब | 653. Ramidhi Branch,
Ramidhi, Vai J.J. Nagar
Distt. Kapurthala, Punjab |
| 654. गिदराहा पिन्डी शाखा,
वाया लोहिया खास,
गिदराहा पिन्डी, जिला जालन्धर | 654. Gidaraha Pindi Branch,
Vai Lohia Khas,
Gidharaha Pindi,
Distt. Jullundhar |

55. गांधी नगर शाखा,
गांधी नगर, जम्मू
- मध्य व उत्तर पश्चिम गुजरात अंचल
अहमदाबाद शहर क्षेत्र-1
656. दूधेश्वर शाखा
पुलिस चौकी के पास,
दूधेश्वर, अहमदाबाद-380006
657. भैरवनाथ रोड शाखा,
भैरवनाथ रोड चार रास्ता,
मणिनगर, अहमदाबाद
658. मिर्जापुर शाखा,
मुख्य पोस्ट आफिस के पास,
मिर्जापुर रोड, अहमदाबाद
अहमदाबाद शहर क्षेत्र-II
659. अंबावाड़ी शाखा,
पंचवटी मार्ग, अंबावाड़ी,
अहमदाबाद-380006
660. एस. एम. रोड शाखा,
नेहरू नगर के पास, अंबावाड़ी,
अहमदाबाद-380015
661. साबरमती शाखा,
धर्मनगर, साबरमती,
अहमदाबाद-380005
662. गांधी नगर शाखा,
छठा रोड, सेक्टर-21,
गांधी नगर
आनंद क्षेत्र
663. भादरण शाखा,
भादरण-388530
जिला खेड़ा
664. वासद शाखा,
स्टेशन रोड, पोस्ट आफिस के पास,
वासद, तालुका आनंद,
जिला खेड़ा
665. अमूल डेरी रोड शाखा,
आनंद मामलतशर कोर्ट के सामने,
अमूल डेरी रोड, आनंद-1,
जिला खेड़ा
666. पेटलाद मुख्य शाखा,
पो. बा. सं. 17, स्टेशन रोड,
पेटलाद-388450, जिला खेड़ा
- नडियाद क्षेत्र
- डाकोर शाखा
. कापड बाजार, डाकोर-388225
ता. नडियाद, जिला खेड़ा
668. कठलाल शाखा
जिला खेड़ा
669. खेड़ा शाखा
गांधी चौक, खेड़ा-387411
जिला खेड़ा
655. Gandhi Nagar Branch,
Gandhi Nagar, Jammu.
- CENTRAL & NORTH WEST GUJARAT ZONE
Ahmedabad City Region-1
656. Dudheshwar Branch,
Near Police Choki,
Dudheshwar,
Ahmedabad-380006
657. Bhairavnath Road Branch,
Bhairavanath Road Char Rasta,
Maninagar, Ahmedabad
658. Mirzapur Branch,
Near Main Post Office,
Mirzapur Road, Ahmedabad
Ahmedabad City Region-II
659. Ambawadi Branch,
Panchvati Road, Ambawadi,
Ahmedabad-380006
660. S.M.Road Branch,
Near Nehrunagar, Ambawadi,
Ahmedabad-380015
661. Sabarmati Branch,
Dharamnagar, Sabarmati,
Ahmedabad-380005
662. Gandhinagar Branch,
6th Road, Sector-21,
Gandhinagar
Anand Region
663. Bhadran Branch,
Bhadran-388530,
Distt. Kheda
664. Vasad Branch,
Station Road, Near Post Office,
Vasad, Taluka Anand,
Distt. Kheda
665. Amul Dairy Road Branch,
Opp. Anand M. Court,
Amul Dairy Road, Anand-1,
Distt. Kheda
666. Petlad Main Branch,
P.B. No. 17, Station Road,
Patlad-388450,
Distt. Kheda
- Nadiad Region
667. Dakor Branch,
Kapad Bazar, Dakor-388252,
Tel. Nadiad, Distt. Kheda
668. Kathlal Branch,
Distt. Kheda
669. Kheda Branch,
Gandhi Chowk, Kheda-387411,
Distt. Kheda

670. उत्तरसौदा शाखा,
पहली मंजिल, ग्राम पंचायत बिल्डिंग,
उत्तर सौदा-387370
ता. नडियाद, जिला खेड़ा
मेहसाणा क्षेत्र

671. रानुज शाखा
स्टेशन रोड, रानुज-384275
ता. पाटन, जिला मेहसाणा

672. छापी शाखा
रेलवे स्टेशन के पास,
छापी-385210
ता. वडगाम, जिला बनारसकांठा

673. हारीज शाखा
पो. बा. 6, मुख्य बाजार,
हारीज-384240
जिला मेहसाणा

674. कलोल शाखा
पो. बा. 32, महात्मा गांधी रोड,
कलोल-382721, जिला मेहसाणा
जे. व कच्छ क्षेत्र

675. भुज शाखा
पो. बा. सं. 10, भीड़ बाजार,
भुज-370001, जिला कच्छ

676. रणजीत रोड, जामनगर (मुख्य)
जामनगर-361001, जिला जामनगर

677. एम.जी. रोड, पोरबंदर शाखा
पो. बा. सं. 42, पोरबंदर-360575
जिला जूनागढ़

678. महालक्ष्मी स्ट्रीट, जूनागढ़ (मुख्य)
पो. बा. सं. 27, स्वस्तिक चैम्बरस,
जूनागढ़-362001
राजकोट क्षेत्र

679. कालावाड़ रोड, राजकोट शाखा
राजकोट-360002

680. रैया रोड, राजकोट शाखा
राजकोट-360003

681. उपलेटा शाखा
पो. बा. सं. 29, राज रोड,
उपलेटा-360490
जिला राजकोट

682. जैतपुर शाखा
पो. बा. सं. 42, स्टैंड चौक,
कापड़ बाजार, जैतपुर-360370
जिला राजकोट

683. सुरेंद्र नगर शाखा
पो. बा. सं. 2, एम.जी. रोड, सुरेंद्र नगर-363001

पूर्व और दक्षिण गुजरात अंचल
बड़ौदा शहर क्षेत्र

684. आत्मज्योति आश्रम रोड
आमकंज फ्लैट्स
बड़ौदा-390007

670. Uttarsaude Branch,
1st Floor, Gram Panchayat Bldg.,
Uttarsaude-387370,
Tal. Nadiad, Distt. Kheda

Mahsana Region

671. Ranuz Branch,
Station Road, Ranuz-384275,
Tal. Patan, Distt. Mehsana

672. Chhapi Branch,
Near Rly. Station,
Chhapi-385210,
Tal. Vadgam, Distt. Banaskantha

673. Hariz Branch,
P.B. No. 6, Main Bazar,
Hariz-384240,
Distt. Mehsana

674. Kalol Branch,
Mahatma Gandhi Road,
Kalol-382721, Distt. Mehsana

J.J. & Katch Region

675. Bhuj Branch,
P. Box No. 10, Bheed Bazar,
Bhuj-370001,
Distt. Katch

676. Ranjit Road,
Jamnagar (Main),
Jamnagar-361001,
Distt. Jamnagar

677. M.G. Road, Porbandar Branch,
P.B. No. 42, Porbandar-360575,
Distt. Junagarh

678. Mahalaxmi Street, Junagarh (Main),
P.B. No. 27, Swastik Chambers,
Junagarh-362001

Rajkot Region

679. Kalawada Road, Rajkot Branch,
Rajkot-360002

680. Raiya Road, Rajkot Branch,
Rajkot-360003

681. Upleta Branch,
P.B. No. 29, Rajroad,
Upleta-360490,
Distt. Rajkot.

682. Jaitpur Branch,
P.B. No. 42, Stand Chowk,
Kapad- Bazar, Jaitpur-360370,
Distt. Rajkot

683. Surendranagar Branch,
P.B. No. 2, M.G. Road,
Surendra Nagar-363007

EAST & SOUTH GUJARAT ZONE
Baroda City Region

684. Atmajyoti Ashram Road,
Amarkunj Flats,
Baroda-390007

685. ओल्ड पादरा रोड शाखा
24, मनीषा सोसायटी,
ओल्ड पादरा रोड, बड़ौदा
686. कारेलीबाग शाखा
4, अध्यापकनगर, कारेलीबाग,
बड़ौदा-390006
687. वडसर शाखा
बड़ौदा-3900013

बड़ौदा जिला क्षेत्र

688. गरजन शाखा
पो. बा. सं. 21, नवाबाजार,
करजन (मियागम)-391240
जिला बड़ौदा
689. पादरा गंगाशाखा
चोकशी बाजार, पादरा,
जिला बड़ौदा
690. पद्मला शाखा
रंगछोडजी मंदिर के पास,
पद्मला, जिला बड़ौदा
691. सेजाकुवा शाखा
ता. पादरा, जिला बड़ौदा
692. फर्टिलाइजरनगर शाखा
फर्टिलाइजरनगर-391750
जिला बड़ौदा

सूरत जिला क्षेत्र

693. उकई शाखा
गुजरात इलेक्ट्रीसिटी बोर्ड कालोनी,
उकई-394680, जिला सूरत
694. बारडोली शाखा
नवा फालिया, बारडोली-394601
जिला सूरत
695. कोसंबा शाखा
मोटा बाजार, कोसंबा (आर. एस.),
ता. मांगरोल-394120, जिला सूरत
696. पांडेसरा औ. क्षेत्र शाखा
प्लॉट सं. 80, चार रास्ता के पास,
पांडेसरा-394221, जिला सूरत

पंचमहाल क्षेत्र

697. दोहद शाखा, पो. बा. सं. 6(ए)
हनुमान बाजार, दोहद-389151
जिला पंचमहाल
698. गांधी चौक शाखा
2. शान्ति निवास सोसायटी,
चर्च के सामने, गोधरा-389001
699. हालोल शाखा
पावगढ़ रोड, हालोल-389350
जिला पंचमहाल
700. कालोल (मुख्य)
टाउन हाल के पास,
कालोल-389330
जिला पंचमहाल

685. Old Padra Road Branch,
24, Manisha Society,
Old Padra Road, Baroda
686. Karelibaug branch,
4, Adhyapaknagar, Karelibaug,
Baroda-390006
687. Vadsar branch,
Baroda-390013

BARODA DISTT. REGION

688. Karjan branch,
P.B. N9. 21, Navabazar,
Karjan (Miyagam)-391240,
Distt. Baroda.
689. Padra Branch,
Chokshi Bazar, Padra,
Distt. Baroda
690. Padmala branch,
Near Ranchhodji Temple,
Padmala, Distt. Baroda
691. Sejakuva Branch,
Ta. Padra, Distt. Baroda
692. Fertilizernagar granch,
Fertilizernagar, 391750,
Distt. Baroda

SURAT DISTT. REGION

693. Ukai branch,
Gujarat Electricity Board Colony,
Ukai-394680,
Distt. Surat
694. Bardoli branch,
Nava Falia, Bardoli-394601,
Distt. Surat
695. Kosamba branch,
Mota Bazar, Kosamba (R.S.),
Tal. Mangrol-394120,
Distt. Surat
696. Pandesara Industrial Estate Br.,
Plot No. 80, Near Char Rasta,
Pandesara-394221
Distt. Surat

PANCHMAHAL REGION

697. Dhad Branch, P.B. No. 6(A),
Hanuman Bazar, Dohad-389151,
Distt. Panchmahal
798. Gandhi Chowk branch,
2, Shanti Niwas Society,
Opp. Church,
Godhra-389001
699. Halol branch,
Pavagadh Road, Halol-389350,
Distt. Panchmahal
700. Kalol (Main),
Near Town Hall,
Kalol-389330,
Distt. Panchmahal

701. लुनावाडा शाखा
रेड क्रॉस रोड, लुनावाडा,
जिला पंचमहाल

भरुच क्षेत्र

702. भरुच मुख्य शाखा
लल्लुभाई चकला
भरुच-392001
703. अंकलेश्वर मुख्य शाखा
अंकलेश्वर-393001
जिला भरुच
704. अंकलेश्वर औ. क्षेत्र शाखा
अंकलेश्वर-393002
जिला भरुच
705. भरुच क्षेत्रीय कार्यालय,
भरुच-392002

बलसार क्षेत्र

706. खट्रीवाड मुख्य शाखा
बलसार-396001
707. सोलुम्बा शाखा
जिला बलसार
708. उनई शाखा, उनई,
जिला बलसार
709. पारडी शाखा
पारडी, जिला बलसार

सूरत शहर क्षेत्र

710. अथवालिन ब्रंच शाखा
जवाहरलाल नेहरू मार्ग,
अथवालिन, सूरत 395001
711. भगतालव शाखा
भगतालव, कनपीठ,
सूरत 395001
712. पारसी शेरी शाखा
पारसी शेरी, नवापुरा,
सूरत 395001
713. वानिया शेरी शाखा
महिधरपुरा, वानिया शेरी,
सूरत 395003

नवसारी क्षेत्र

714. पंच हाटडी नवसारी शाखा
पो. बा. सं. 6, नवसारी 396445
जिला बलसार
715. जवाहर रोड शाखा
पो. बा. सं. 51,
बिलिमोरा 396321
ता. गणदेवी, जिला बलसार
716. गणदेवी शाखा
कन्सारवाड, बाजार,
गणदेवी 396360
जिला बलसार
717. चिखली शाखा
पो. बा. सं. 3, बाजार,
चिखली 396521
ता. चिखली, जिला बलसार

701. Lunawada Branch,
Red Cross Road, Lunawada,
Distt. Panchmahal

Bharuch Region

702. Bharuch Main Branch,
Lallubhai Chakla,
Bharuch-392001
703. Ankleshwar Main Branch,
Ankleshwar-393001,
Distt. Bharuch
704. Ankleshwar Ind. Estate Branch,
Ankleshwar-393001,
Distt. Bharuch
705. Bharuch Regional Office,
Bharuch-392002

Bulsar Region

706. Khatriwad Main Branch,
Bulsar-396001
707. Solsumba branch,
Distt. Bulsar
708. Unai Branch, Unai,
Distt. Bulsar
709. Pardi Branch, Pardi,
Distt. Bulsar

Surat City Region

710. Athwalines branch,
Jawaharlal Nehru Marg,
Athwalines, Surat-395001
711. Bhagatalav branch,
Bhagatalav, Kanpith,
Surat-395001
712. Parshi Sheri branch,
Parshi Sheri, Navapura,
Surat-395001
713. Vania Sheri branch,
Mahidharapura, Vania Sheri,
Surat-395003

Navasari Region

714. Panch Hatdi Navsari branch,
P.B. No. 6, Navsari-395445,
Distt. Bulsar
715. Jawahar Road branch,
P.B. No. 51,
Bilimora-396321
716. Gandevi branch,
Kansarwad, Bazar,
Gandevi-396360,
Distt. Bulsar
717. Chikhli branch,
P.B. No. 3, Bazar,
Chikhli-396521,
Via Bilimora,
Distt. Bulsar

718. मटवाड शाखा
लायब्रेरी बिल्डिंग,
शहीद स्मारक के सामने,
नवसारी डान्डी मुख्य मार्ग,
मटवाड 396439, जिला बलसार

महाराष्ट्र अंचल

719. क्रॉफर्ड मार्केट
ओरिएण्टल भवन,
211, शेरिफ देवजी स्ट्रीट, क्रॉफर्ड
मार्केट, बंबई 400003

720. बोरिवली (पूर्व)
मुलजी अपार्टमेंट, स्वामी विवेकानंद
रोड, बोरिवली (पूर्व)
बम्बई 400066

720. कान्दिवली (पूर्व)
अशोक नगर, आकुलि रोड,
कान्दिवली (पूर्व), बंबई
बम्बई पूर्व व ठाणे जिला

722. वाशी शाखा, विभाग नं. 5,
इ.ए.ग.आई.एस. हॉस्पिटल,
वाशी (नई बंबई)
जिला ठाणे 400703

723. भायखळा शाखा
18 ए 19 20, भायखळा हाउस,
भायखळा, बंबई 400008
नासिक

724. रेलवे लाइन शाखा
पो. बा. सं. 69, 150 रेलवे लाइन,
डाफरिन चौक, शोलापुर 413001

725. पंढरपुर शाखा
पो. बा. सं. 35, पुरंदरे भवन,
वीर सावरकर पेठ, स्टेशन रोड,
जिला शोलापुर 413304

726. औरंगाबाद शाखा
पी.बी. सं. 40, पलटन गेट,
तिलक रोड, औरंगाबाद 431001

727. नासिक रोड शाखा
"कृष्ण 1", शिवाजी रोड,
जिला नासिक 422101

738. तकली (लासलगांव) शाखा
पो. बा. सं. 24, पो. लासलगांव,
जिला नासिक 422306

729. देवलासी शाखा
1015, हावसन रोड,
पोस्ट देवलासी,
जिला नासिक 422401

730. जालना शाखा
पेरिन आशिश, कडबी मंडी,
सदर बाजार, जालना 431203

718. Matwad branch,
Library Building,
Opp. Shahid Smarak,
Navsari Dandi Main Road,
Matwad-396439,
Distt. Bulsar

Maharashtra Zone

719. Crawford Market,
Oriental Bhavan,
211, Sherif Devji Street,
Crawford Market,
Bombay-400003

720. Borivli (East),
Mulji Apartment, S.V. Road,
Borivli (East),
Bombay-400066

721. Kandivli (East),
Ashok Nagar, Aakurli Road,
Kandivli (E),
Bombay
Bombay. East & Thane Distt.

722. Vashi Br. Sector No. 5,
E.S.I.S. Hospital,
Vashi (New Bombay),
Distt. Thane-400703

723. Byculla branch,
18-A-19-20, Byculla House,
Byculla, Bombay-400008

Nasik

724. Rly. Line branch,
P.B. No. 68, 150 Rly. Line,
Dafrin Chowk,
Sholapur-413001

725. Pandharpur branch,
P.B No 35, Purandare Bhavan,
Veer Savarkar Peth,
Station Road,
Distt Sholapur-413304

726. Aurangabad Branch,
P B No 40, Paltan Gate,
Tilak Road, Aurangabad-431001

727. Nasik Road branch,
"Krishna", Shivaji Road,
Distt Nasik-422101

728. Takli (Lasalgaon) Branch,
P B No 24, Post Lasalgaon,
Distt Nasik-422306

729. Devlali branchi,
1015, Havsan Road,
Post Devlali,
Distt Nasik-422401

730. Jalna branch,
Perin Ashish, Kadbi Mandi,
Sadar Bazar, Jalna-431203

पुणे	Pune
731. लोणावला शाखा गवली वाडा, बंबई पुणे हाईवे, तालुका मावल जिला पुणे 410401	731. Lonavala branch, Gavli Wada, Bombay-Pune Highway, Tal Maval, Distt Pune-410401
732. मिरज शाखा, पो.बा. सं. 20, एम.जी. रोड, शनिवार पेठ, जिला सांगली, मिरज-416410	732. Miraj branch, P.B. No. 20, M.G. Road, Shaniwar Peth, Distt. Sangli, Miraj-416410
733. शाहपुरी शाखा. पो.बा. सं. 214, 617, मुरारजी खिमजी बिल्डिंग, पहली गली, जैन बस्ती, शाहपुरी-415001	733. Shahupuri branch, P.B. No. 214, 617, Murarji Khimji Bldg., Ist Lane, Jain Basti, Shahupuri-415001
734. सरवडे शाखा, तालुका राधानगरी, जिला कोल्हापुर, सरवडे-416211	734. Sarwade branch, Tal Radhanagari, Distt Kolhapur, Sarwade-416211
735. नायगांव शाखा, चौधरी बिल्डिंग, पुणे सोलापुर रोड, तालुका हवेली, जिला पुणे।	735. Naigaon branch, Chowdhari Bldg., Pune Solapur Road, Tal. Haveli, Distt. Pune
736. मादवगन फराटा शाखा, स्थान व पोस्ट मादवगन फराटा, तालुका शिरपुर, जिला पुणे	736. Madvagan Pharata branch, Place & Post Madvagan Pharata, Tal. Shirpur, Distt. Pune
737. खंडाला शाखा, श्री शामराव शंकर पाठक हाउस, खंडाला (बावडा)—412802 नागपुर	737. Khandala branch, Shri Shamrao Shankar Pathak House, Khandala (Baveda)-412802 Nagpur
738. कारंजा शाखा, मेन रोड, तालुका मूर्तिजापुर, जिला अकोला, कारंजा-444303	738. Karanja Branch, Main Road, Tal. Murtijapur, Distt. Akola, Karanja-444303
739. गोंदिया शाखा, मुन्द्रा हाउस, तिरोरा तुमसर हाउस, रेल टोली, तालुका गोंदिया, जिला भंडारा-441601	739. Gondiya branch, Mundra House, Tirora Tumsar House, Rail Toli, Tal. Gondia, Distt. Bhandara-441601
740. नानेड शाखा, पो.बा. सं. 9, सुभाष रोड, वजिराबाद, नानेड-431601	740. Nanded branch, P.B. No. 9, Subhash Road, Vajirabad, Nanded-431601
741. खंडबारा शाखा, मंदिर के सामने, तालुका धुलिया, खंडबारा-425416	741. Khandbara branch, Opp. Mandir, Tal. Dhulia, Khandbara-425416
742. यवतमाल शाखा, सावित्री सदन, बालाजी चौक, यवतमाल-445001	742. Yeotmal branch, Savitri Sadan, Balaji Chowk, Yeotmal—445001

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| 743. जोडमोहा शाखा
पंधकवाडा रोड, तालुका कलंब
जिला यवतमाल-445107 | 743. Jodmoha branch,
Pandharkwada Road,
Tal. Kalamb,
Distt. Yeotmal-445107 |
| 744. ए.टी. रोड शाखा
गोहाटी-781001
जिला कामरूप, असम | 744. A.T. Road branch,
Gauhati-781001,
Distt. Kamroop,
Asam. |
| 745. गोहाटी मुख्य शाखा
एस.आर. एस.बी. रोड, फैंसी बाजार,
गोहाटी-781001
जिला कामरूप | 745. Guahati Main branch,
S.R.S.B. Road,
Fancy Bazar,
Guahati-781001,
Distt. Kamroop. |
| 746. अलिपुर शाखा
38/1/इ, गोपाल नगर रोड,
कलकत्ता-700027 | 746. Alipur Branch,
38/1/E, Gopal Nagar Road,
Calcutta-700027 |
| 747. तालापार्क शाखा
2 ए नर्विन ऐक्न्यू,
कलकत्ता-700037 | 747. Talapark branch,
2A Northern Avenue,
Calcutta-700037 |
| 748. खड़गपुर शाखा,
73/69 मलांचा मेन रोड,
पोस्ट आफिस खड़गपुर,
721304, जिला मिदनापुर | 748. Kharagpur branch,
73/69 Malancha Main Road,
Post Office Kharagpur,
721304, Distt. Midnapur. |
| 749. दार्जिलिंग शाखा,
14.एच.डी. लामा रोड,
दार्जिलिंग | 749. Darjiling branch,
14, H.D. Lama Road,
Darjiling. |
| 750. तिनसुखिया शाखा,
डी.एम. लोहिया रोड,
तिनसुखिया-786125
जिला डिब्रूगढ़ | 750. Tinsukhia branch,
D.M. Lohia Road,
Tinsukhia-786125,
Distt. Dibrugarh. |
| 751. क्षेत्रीय कार्यालय (केरल)
पो.बा. सं. 5095, किसान ज्योति,
पहली मंजिल, रामास्वामी कोइल स्ट्रीट,
फोर्ट, त्रिवेन्द्रम-695023 | 751. Regional Office (Keral)
P.B. No. 5095,
Kisan Jyoti,
Fist Floor,
Ramaswamy Koil Street,
Fort,
Trivendram-695023 |
| 752. अलपपी शाखा, पो.बा. सं. 270,
गोवरी महल, सी.सी.एन.बी. रोड,
मुल्लक्कल, अलपपी-688001 | 752. Alleppey branch,
P.B. No. 270,
Gowri Mahal,
C.C.N.B. Road,
Mullakkal,
Alleppey-688001 |
| 753. चेंगन्नूर शाखा, परंबिल बिल्डिंग,
मेन केनाल रोड, चेंगन्नूर-689121,
जिला अलपपी | 753. Chengannur Branch.
Prambil Bldg.,
Main Canal Road,
Chengannur,
689121, Distt. Alleppey. |
| 754. एरणाकुलम नार्थ,
39/637ए, बानर्जी रोड,
पो. बा. सं. 2001, एरणाकुलम नार्थ,
कोच्चिन-682018 | 754. Ernakulam North,
39/637A, Banarji Road,
P.B. No. 2001,
Ernakulam North,
Cochin-682018. |
| 755. फोर्ट त्रिवेन्द्रम, पो.बा.सं. 5096,
किसान ज्योति, रामास्वामी कोइल,
स्ट्रीट, फोर्ट, त्रिवेन्द्रम-695023 | 755. Fort Trivendrum,
P.B. No. 5096,
Kisan Jyoti,
Ramaswamy Koil Street, Fort,
Trivendrum-695023 |

756. कोट्टयम शाखा, पो. बा. सं. 171
15III/22, पहली मंजिल,
बेकर जंक्शन, कोट्टयम-686001

757. मथिलकम शाखा,
W/352, एन.एस.डी.,
पोस्ट ऑफिस के सामने
मथिलकम-680685, जिला त्रिचूर

758. पालघाट शाखा, पो. बा. सं. 40,
10/352, बी.बी. रोड,
पालघाट-678001

759. तलशेरी शाखा, पहली मंजिल,
सी.एन.के. बिल्डिंग,
ए.वी.के. नायर रोड, नारंगपुरम,
तलशेरी-670101

760. तिरूर शाखा, पो. बा. सं. 42,
नाज़ीम कामर्शियल कॉम्प्लेक्स,
ईस्ट बाज़ार, मलापुरम रोड,
तिरूर-676101

इंडियन ओवरसीज बैंक

विल्ली अंचल

761. क्षेत्रीय कार्यालय लखनऊ,
नवचेतना केन्द्र, III मंजिल,
10, अशोक मार्ग,
लखनऊ-226001, उत्तर प्रदेश,

762. सैदा, इकको—
मुहम्मदपुर, बरेली, जिला-243301

763. बी-29, कस्तूरबागर,
भोपाल, 762024, मध्य प्रदेश

764. 311/23, स्टेशन रोड,
अजमेर 305001, राजस्थान
अहमदाबाद क्षेत्र

765. होटल प्रिंस बिल्डिंग,
7/8, स्टेशन रोड, भुज 370001
गुजरात

766. स्टेशन रोड, आनन्द 388001,
कजरा जिला, गुजरात

767. राजेशिर्के बिल्डिंग, प्रथम तल,
डान्दिया बाजार, बड़ोदा-390001,
गुजरात

756. Kottayam Branch,
P.B. No. 171,
xv111/22, First Floor,
Beker Junction,
Kottayam-686001

757. Mathilakam Branch,
W/352, N.S.D.,
Opp. Post Office,
Mathilakam-680685,
Distt. Trichur.

758. Palghat branch,
P.B. No. 40,
10/352, G.B. Road,
Palghat-678001

759. Tellicherry Branch,
1st Floor,
C.N.K. Building,
A.V.K. Nair Road,
Narangapuram,
Tellicherry-670101

760. Tirur Branch,
P.B. No. 42,
Nazeem Commercial Complex,
East Bazar,
Malapuram Road,
Tirur-676101

Indian Overseas Bank

DELHI ZONE

761. Lucknow Regional Office,
Navchethna Kendra,
111 floor,
10, Ashok Marg,
Lucknow-226001,
Uttar Pradesh.

762. Sainda,
IFFCO—
Mohammedpur,
Bareilly Distt.-243301

763. B-29 Kasturbanagar,
Bhopal-462024,
Madhya Pradesh

764. 311/23 Station Road,
Ajmer-305001,
Rajasthan

Ahmedabad Region

765. Hotel Prince Building,
7/8 Station Road,
Bhuj-370001,
Gujarat

766. Station Road,
Anand-388001
Kajra Distt.,
Gujarat

767. Rajeshirke's Building,
1 Floor,
Dandia Bazar,
Baroda-390001,
Gujarat.

768. गेटेज गुप्तर मार्केट, स्टेशन रोड,
भरुच 392001, गुजरात
769. अजमेरा बिल्डिंग
शेट्रान्जगेट मेन रोड,
पालिताना-364270,
भावनगर जिला, गुजरात
- आन्ध्रा बैंक
770. A/6, Shopping Aarked,
Taj Marg,
Sadar Bazar,
Agra-282001
771. एस्.सी.ओ. 202-3-204,
सेक्टर 17 सी.पी. बा. सं. 114,
चंडीगढ़ 160017
772. आंचलिक कार्यालय,
82-83, 8वीं मंजिल,
एफ. टावर मेकर टावर,
कफि पारेड, बंबई 400005
773. पहली मंजिल, "कर्म योग"
महादेव देसाय रोड,
3 वीं कार्टोर रोड, बोरिवली,
बम्बई 400066
774. आनंद दीप बिल्डिंग सं. 2
पेडसनगर, डोम्बिवली (पूर्व)
421201, महाराष्ट्र
775. आंचलिक कार्यालय
ओबुलदेव नगर
अनन्तपुर 515001
776. आंचलिक कार्यालय,
सं. 15/69 एए, रंगपेथ,
वरेंगल 506007
777. क्षेत्रीय कार्यालय, कोर्ट रोड, न्यू टाउन,
अनन्तपुर 515001
778. क्षेत्रीय कार्यालय
76/77, जे.सी. रोड,
बंगलूर 560002
779. क्षेत्रीय कार्यालय
2-10-74/बी 4, ज्योतिनगर,
करिमनगर 505002
780. क्षेत्रीय कार्यालय,
पी. बा. सं. 18
40/30/पार्क रोड, कर्नूल
87/1205 GI-7
768. Patel Super Market,
Station Road,
Baruch-392001,
Gujarat.
769. Ajmera Building,
Shetranjgate Main Road,
Palitana-364270,
Bhavnagar Distt.,
Gujarat.
- Andhra Bank
770. A/6, Shopping Aarked,
Taj Marg,
Sadar Bazar,
Agra-282001
771. S.C.O. 202,3-204,
Sector 17-C,
P.B. No. 114,
Chandigarh-160017
772. Zonal Office,
82-83, 8th Floor,
F. Tower.
Maker Tower,
Cuffie Parado,
Bombay-400005
773. Ist Floor,
"Karam Yog",
Mahadev Desaya Road,
3V Cartor Road,
Borivali,
Bombay-400066
774. Anand Deep Building No. 2,
Pedsanagar,
Dombivali (East),
421201, Maharashtra,
775. Zonal Office,
Obuldav Nagar,
Anantpur-515001
776. Zonal Office,
No. 15/69 4A,
Rangpeth.
Varengal-506007
777. Regional Office,
Court Road,
New Town,
Anantpur-515001
778. Regional Office,
76/77, J.C. Road,
Bangalore-560002
779. Regional Office,
2-10-74/B4, Jyotinagar,
Karimnagar-505002
780. Regional Office,
P.B. No. 18,
40/30/Park Road,
Karnool.

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| 781. क्षेत्रीय कार्यालय,
पो. बा. सं. 1,
1-8-113, नक्कलगुट्टा,
हनुमकोडा, बरंगल | 781. Regional Office,
P.B. No. 1,
1-8-113, Nakkalgutta,
Hanamkonda,
Varangal. |
| 782. 4-24, प्रधान मार्ग,
बोयनपल्ली 505524 | 782. 4-24, Pradhan Marg,
Boyanpalli-505524 |
| 783. 1-78, चेल्लूर,
हजुराबाद तालुक
करिमनगर जिला-505511 | 783. 1-78, Chellur,
Hazurabad Taluk,
Karimnagar Distt.-505511 |
| 784. चिगुरममिडी -505474,
6-38 ताडकल के द्वारा करिमनगर जिला | 784. Chigurumamidi-505474,
6-38, Via Tadkal,
Karimnagar Distt. |
| 785. गुंडी गोपालराव पेट-505531,
गंगाधर तालुक, करिमनगर जिला | 785. Gundi-Gopalrao Peth-505531,
Gangadhar Taluk,
Karimnagar Distt. |
| 786. कौरस्ता
जम्मिकुन्ता 505122 | 786. Chaurasta,
Jammikunta-505122 |
| 787. 4-4-50 एवं 51,
गवाहर रोड,
कारेट्स-505326,
करिमनगर जिला | 787. 4-4-50 and 51, Jawahar Road,
Koratla-505326
Karimnagar Distt. |
| 788. कोत्कारगुटा रोड,
कोत्तपल्ली-505451,
करिमनगर जिला | 788. Kokkargunta Road,
Kottapalli-505451,
Karimnagar Distt. |
| 789. प्रधान रोड,
मेटपल्ली-505453,
करिमनगर जिला | 789. Pradhan Road,
Madpalli-505453,
Karimnagar Distt. |
| 790. मेटपल्ली-505325,
करिमनगर जिला | 790. Matpalli-505325,
Karimnagar Distt. |
| 791. मल्लापूर-505331,
मेटपल्ली तालुक,
करिमनगर जिला | 791. Mallapur-505331,
Matpalli Taluk,
Karimnagar Distt. |
| 792. प्रधान रोड,
मुस्ताबाद-505404,
मिडीपेट के द्वारा करिमनगर जिला | 792. Pradhan Road,
Mustabad-505404,
Via Siddipeth,
Karimnagar Distt. |
| 793. पी. बा. सं. 3,
कमान रोड,
पेदुपल्ली-505191,
करिमनगर जिला | 793. P.B. No. 3,
Kaman Road,
Pedhpalli-505192,
Karimnagar Distt. |
| 794. प्रधान बाजार
बाबिलाखा -505475,
करिमनगर जिला | 794. Pradhan Bazar,
Vavilala-505475,
Karimnagar Distt. |
| 795. 2-25 ए, प्रधान रोड, विणवन्का,
हजुराबाद तालुक,
करिमनगर जिला,
पिन -505502 | 795. 2-2-5A, Pradhan Road,
Vinvanka,
Huzurabad Taluk,
Karimnagar Distt.
Pin-505502 |
| 796. बेगमपेट -505188,
कामनपुर मंथनि ब्लाक के द्वारा करिमनगर जिला | 796. Begumpeth-505188,
Via Kamanpur Manthni Block,
Karimnagar Distt. |
| 797. रुदरवरम शाखा,
कोदुरुपाका पोस्ट,
करिमनगर जिला,
पिन -505402 | 797. Ruderwaram Branch,
Kodurupaka Post,
Karimnagar Distt.
Pin-505402 |
| 789. पो. बा. सं. 10,
महात्मा गांधी रोड, नलगोंडा-50 | 798. P.B. No. 10,
Mahatma Gandhi Road,
Nalgonda-50 |

799. तहसील रोड,
महबूबाबाद-503101
बरंगल जिला
800. भोनगीर 508116
नालगोंडा जिला
801. 211 1/10 (3) एंड (4),
प्रधान रोड,
डोरनकल 506381,
बरंगल जिला
802. मि. ति. देवस्थानम बिल्डिंग्स मदिरा तालुक
जम्मलपुरम,
खम्मम जिला
803. अजादनगर
कोदाड 508206,
हुजूरनगर तालुक,
नालगोंडा जिला
804. देव्रुप्पला 506302,
प्रधान रोड,
जंगाव तालुक, बरंगल जिला
805. पुलिस स्टेशन रोड,
येल्लंदु 507123,
खम्मम जिला
806. श्री निवास निलयम,
सीरोल कुरई के द्वारा,
काम्पले सीरोल,
महबूबाबाद तालुक,
बरंगल जिला
807. बैंक रोड,
जंगाव 506167,
बरंगल जिला
808. केतलिक चर्च कास्पम,
फातिमानगर,
बरंगल 506004
809. मंगुरु-507117,
बुर्गमपादु तालुक,
खम्मम जिला
810. 1-8-157, प्रधान रोड,
वाटर टैंक के पास,
नक्कलगुट्टा, हनमकोंडा,
बरंगल जिला
811. 1-135-1, प्रधान मार्ग,
काजीपेट, बरंगल
812. अशोका बिल्डिंग कॉम्प्लेक्स,
महिला सुपर बाजार,
हनुमकोंडा, बरंगल 506001
813. सबलाइड के द्वारा, वीरोल,
पिन 507161,
खम्मम जिला (आ. प्र.)
814. गीसुकोंडा,
गीसुकोंडा पो एंड मंडल,
बरंगल जिला
पिन-506330
799. Tahsil Road,
Mahbubabad-503101,
Varengal Distt.
800. Bhongir-508116,
Nalgonda Distt.
801. 11-1/10(3) and (4),
Pradhan Road,
Dorenkal-506381,
Varengal Distt.
802. T.T. Devasthanm Buildings,
Madira Taluk,
Jammalpuram,
Khammam Distt.
803. Azadnagar,
Kodad-508206,
Huzurnagar Taluk,
Nalgonda Distt.
804. Devruppela-506302,
Pradhan Road,
Jangaon Taluk,
Varengal Distt.
805. Police Station Road,
Yllendu-507123,
Khammam Distt.
806. Shri Niwasa Nilyam,
Sirol Kurai,
Via, Kample Sirol,
Mehbubabad Taluk,
Varengal Distt.
807. Bank Road,
Jangaon-506167,
Varangal Distt.
808. Ketlik Church Campus,
Fatimanagar,
Varangal-506004.
809. Manguru-507117,
Burgamapadu Taluk,
Khamam Distt.
810. 1-8-157, Pradhan Road,
Near Water Tank,
Nakkalgutta,
Hanamkonda,
Varangal Distt.
811. 1-135-1, Pradhan Marg,
Kazi Peth,
Varangal.
812. Ashoka Building Complex,
Mahila Super Bazar,
Hanumkonda,
Varangal-506001.
813. Via Sublide Verole,
Pin-507161,
Khamam Distt. (A.P.)
814. Geesukonda,
Geesukonda Post & Division,
Varangal Distt.
Pin-506330.

इलाहाबाद बैंक

ALLAHABAD BANK

पंजाब

PUNJAB

815. ग्राम एवं डाकघर मनुके
तहसील मोगा,
ज़िला फरीदकोट,
816. कोर्ट रोड, मोगा,
ब्रिजा फरीदकोट-142001
817. ग्राम एवं डाकघर रत्नेवाल,
ज़िला होशियारपुर,
हरीयाणा
818. ग्राम व डाकघर बिजालपुर,
ज़िला अम्बाला
819. ग्राम इंदिरा कॉलोनी
डाकघर फतेहपुर
ज़िला फरीदाबाद
820. शेरवानी रोड,
निकट रेजिना सिनेमा,
डाकघर बरामुला
ज़िला बरामुला (जम्मू कश्मीर)

815. Vill. & Post Office Manooke,
Tehsil Moga,
Distt. Faridkot
816. Court Road,
Moga,
Distt. Faridkot-142001
817. Vill. & P.O. Rattewal,
Distt. Hoshiarpur

HARYANA

818. Vill. & P.O. Binjalpur,
Distt. Ambala
819. Vill. Indira Colony,
P.O. Fatchpur,
Distt. Faridabad
820. Sherwani Road,
Near Regiena Cinema,
P.O. Baramulla,
Distt. Baramulla (J. & K.)

बिहार

BIHAR

821. अररा शाखा,
ग्राम व डाकघर धरहरा
ज़िला वैशाली
822. बन्गाव शाखा,
ग्राम बन्गाव बाजार,
डाकघर और ब्लॉक बाजपट्टी,
ज़िला सीतामढ़ी
823. बड़गाव शाखा,
ग्राम व डाकघर बड़गाव
ज़िला पूर्व चम्पारन
824. बड़म शाखा,
ग्राम व डाकघर बड़म,
ज़िला सिवान
825. बन्धारा शाखा,
ग्राम बन्धारा,
डाकघर घासौट,
ज़िला मुजफ्फरपुर
826. बरहरा शाखा,
डाकघर इंदरपुर,
बरहरा,
बाया मैरीगंज, जिला पूर्णिया
827. बेगुसराय शाखा,
कचहरी रोड,
बेगुसराय 851101
828. बस्ताल शाखा,
ग्राम व डाकघर बस्ताल,
ज़िला कटिहार
829. बथनाहा शाखा,
ग्राम व डाकघर बथनाहा,
ज़िला सीतामढ़ी-854316
930. टी. एन. बी. कॉलेज,
भगलपुर
831. बेलवा शाखा,
ग्राम व डाकघर बेलवा,
ज़िला पूर्णिया

821. Arara Branch,
Vill. & P.O. Dharahara,
Distt. Vaishali
822. Bangaon Branch,
Vill. Bangaon Bazar,
P.O. & Block Bajpatti,
Distt. Sitamarhi.
823. Barkagaon Branch,
Vill. & P.O. Barkagaon,
Distt. Purwa Champaran.
824. Badram Branch,
Vill. & P.O. Badram,
Distt. Siwan
825. Banghara Branch,
Vill. Banghara,
P.O. Ghosaut,
Distt. Muzaffarpur.
826. Barhara Branch,
P.O. Inderpur Barhara,
Via Meriganj,
Distt. Purnea.
827. Begusarai Branch,
Kutcheri Road,
Begusarai-851101
828. Bastaul Branch,
Vill. & P.O. Bastaul,
Distt. Katihar.
829. Bathnaha Branch,
Vill. & P.O. Bathnaha,
Distt. Sitamarhi-854316
830. T.N.B. College,
Bhagalpur.
831. Belwa Branch,
Vill & P.O. Belwa,
Distt. Purnea

832. भंडारताल शाखा,
ग्राम व डाकघर भंडारताल,
वाया गुरुबाजार
जिला कटिहार
833. बिदुपुर शाखा,
ग्राम व डाकघर बिदुपुर बाजार,
जिला वैशाली-844503
834. छपरा शाखा,
हथवा मार्केट छपरा,
जिला सारन-841301
835. दरभंगा शाखा,
राजकुमार गंज, दरभंगा
836. डेवड़ा शाखा, ग्राम डेवड़ा,
थाना गोगरडीहा,
जिला मधुबनी
837. ग्वालटोली शाखा,
ग्राम व डाकघर ग्वालटोली,
वाया बरसोई, जिला कटिहार
838. हाजीपुर शाखा,
गुडारी रोड, हाजीपुर,
जिला वैशाली-844101
839. हसुआ शाखा,
ग्राम व डाकघर हसुआ,
जिला सिवान
840. हुसैनगंज शाखा,
ग्राम व डाकघर हुसैनगंज,
जिला सिवान
841. जानीपुर शाखा,
ग्राम व डाकघर जानीपुर,
ब्लाक नानपुर,
जिला समस्तीपुर
842. जीतपुर शाखा, व
ग्राम व डाकघर जीतपुर,
थाना पूर्वी चम्पारन क्षेत्र,
जिला पूर्वी चम्पारन
843. कटिहार शाखा,
महात्मा गांधी रोड,
कटिहार-854105
844. कुमारीपुर,
ग्राम व डाकघर कुमारीपुर,
ब्लाक मनिहारी,
जिला कटिहार
845. कुड़नी शाखा,
ग्राम व डाकघर कुड़नी,
जिला मुजफ्फरपुर
846. लगौली शाखा,
हरपुर चौक, डाकघर तिलरठ,
जिला बेगूसराय
847. लौकही शाखा,
ग्राम व डाकघर लौकही,
जिला मधुबनी
848. माधोपुर शाखा,
ग्राम माधोपुर, डाकघर तनसारिया,
वाया तुरकोलिया,
जिला पूर्वी चम्पारन
832. Bhandartal Branch,
Vill. & P.O. Bhandartal,
Via Gurubazar,
Distt. Katihar.
833. Bidupur Branch,
Vill. & P.O. Bidupur Bazar,
Distt. Vaishali-844503.
834. Chapra Branch,
Hathwa Market, Chapra,
Distt. Saran-841301
835. Darbhanga Branch,
Rajkumar Ganj,
Darbhanga,
836. Deorh Branch, Vill. Deorh,
P.S. Gogardiha,
Distt. Madhubani.
837. Gwaltoli Branch,
Vill. & P.O. Gwaltoli,
Via Barsoi, Distt. Katihar.
838. Hajipur Branch,
Gudari Road, Hajipur,
Distt. Vaishali-844101.
839. Hasua Branch,
Vill. & P.O. Hasua,
Distt. Siwan.
840. Hussainganj Branch
Vill. & P.O. Hussainganj,
Distt. Siwan.
841. Janipur Branch,
Vill. & P.O. Janipur,
Block Nanpur,
Distt. Samstipur.
842. Jitpur Branch,
Vill. & P.O. Jitpur,
P.S. Purwa Champaran Area,
Distt. Purwa Champaran.
843. Katihar Branch,
Mahatma Gandhi Road,
Katihar-854105.
844. Kumaripur,
Vill. & P.O. Kumaripur,
Block Manihari,
Distt. Katihar.
845. Kurhani Branch,
Vill. & P.O. Kurhani,
Distt. Muzaffarpur,
846. Lagouli Branch,
Harpur Chowk P.O. Tiltrath,
Distt. Begusarai.
847. Laukahi Branch,
Vill. & P.O. Laukahi,
Distt. Madhubani.
848. Madhopur Branch,
Vill. Madhopur, P.O. Tansaria,
Via Turkolia,
Distt. Purwa Champaran.

849. म.धोपुर सुस्ता शाखा,
ग्राम म.धोपुर सुस्ता,
डाकघर पुरशोत्तमपुर
जिला मुजफ्फरपुर,
850. महिन्दवाड़ा शाखा,
ग्राम व डाकघर महिन्दवाड़ा,
थाना रूनीसैवपुर,
जिला सीतामढ़ी
851. मल्हीपुर शाखा
डाकघर शालिग्रामी,
वाया साहेबपुर कामाल,
जिला बेगूसराय
852. मांझी शाखा, मांझी,
जिला गोपालगंज-841313
853. मारहोरा शाखा,
जिला सारन-841418
854. मटिहानी शाखा,
ग्राम व डाकघर मटिहानी,
जिला बेगूसराय
855. मटियारकला शाखा,
ग्राम मटियारकला,
डाकघर मटियारकला, वाया भुतही,
जिला सीतामढ़ी
856. मीनापुर चौक शाखा,
ग्राम मिटकटियां, डाक मीनापुर,
जिला मुजफ्फरपुर
857. महिंगाव शाखा,
ग्राम महिंगाव, डाकघर हतवर (प. बं.)
वाया कंकी, थाना किशनगंज,
जिला पूर्णिया-733201
858. मोतीराजपुर शाखा,
ग्राम मोतीराजपुर,
डाकघर सैयद सराय, वाया गडखा
जिला सारन
859. नौगछिया शाखा,
डाकघर नौगछिया,
जिला भागलपुर
860. ननौर शाखा,
ग्राम व डाकघर ननौर,
वाया तुलपटगंज, जिला मधुबनी,
861. नवादा बाजार शाखा,
ग्राम व डाकघर नवादा बाजार,
जिला भागलपुर
862. पंचटकीयादू शाखा,
ग्राम व डाकघर पंचटकीयादू,
वाया बैरागनिया, जिला सीतामढ़ी,
863. पकौली शाखा, ग्राम पकौली,
डाकघर राजासन, जिला वैशाली,
पिन-844101
864. पूर्णिया शाखा, नेशनल हाईवे,
31, जेल चौक, पूर्णिया-854301
849. Madhopur Susta Branch,
Vill. Madhopur Susta,
P.O. Purshottampur,
Distt. Muzaffarpur.
850. Mahindwara Branch,
Vill. & P.O. Mahindwara,
P.S. Runisaidpur,
Distt. Sitamarhi.
851. Malhipur Branch,
P.O. Shaligrami,
Via Sahebpur Kamal,
Distt. Begusarai.
852. Manjhi Branch, Manjhi,
Distt. Gopalganj-841313
853. Marhowrah Branch,
Distt. Saran-841418
854. Matihani Branch,
Vill. & P.O. Matihani,
Distt. Begusarai.
855. Matiyarkalan Branch,
Vill. Matiyarkalan,
P.O. Matiyarkalan, Via Bhutahi,
Distt. Sitamarhi.
856. Minapur Chowk Branch,
Vill. Jhitkahan,
P.O. Minapur,
Distt. Muzaffarpur.
857. Mahengaon Branch
Vill. Mahengaon, P.O. Hatwar
(W.B.), Via Kanki, P.S. Kishan
Ganj, Distt. Purnea,
Pin-733201
858. Motirajpur Branch,
Vill. Motirajpur,
P.O. Said Sarai, Via Gadkha,
Distt. Saran.
859. Naugachia Branch
P.O. Naugachhia,
Distt. Bhagalpur.
860. Nanour Branch,
Vill. & P.O. Nanour,
Via Tulapatganj,
Distt. Madhubani.
861. Nawada Bazar Branch
Vill. & P.O. Nawada Bazar,
Distt. Bhagalpur.
862. Pachtaki Yadu Branch,
Vill & P.O. Pachtaki Yadu,
Via Bairagania,
Distt. Sitamarhi.
863. Pakauli Branch Vill. Pakauli,
P.O. Rajasan, Distt. Vaishali,
Pin-844101.
864. Purnea Br.,
National Highway,
31, Jail Chowk, Purnea-854301.

865. राजौन शाखा,
ग्राम व डाकघर राजौन,
जिला भागलपुर.
866. रामपुर शाखा, ग्राम रामपुर,
डाकघर कुदरबधा, जिला सारन.
867. रामपुर शाखा, ग्राम रामपुर,
डाकघर विगनपुर, हरियाभिन,
ब्लाक/थाना कोरहा,
जिला कटिहार-854115
868. रानीगंज शाखा,
रानीगंज, डाकघर मेरीगंज,
जिला पूर्णिया-854334
869. साहेबपुर कमल शाखा, ग्राम कुरहा,
डाकघर साहेबपुर, कमल,
जिला बेगूसराय-851217
870. समस्तीपुर शाखा, मारवारी बाजार,
बसंत मार्केट, समस्तीपुर,
871. सरिसबपाही शाखा,
ग्राम व डाकघर सरिसबपाही,
जिला मधुबनी
872. शिवराम शाखा
ग्राम व डाकघर शिवराम,
जिला दरभंगा
873. सिधिया खुर्द शाखा,
ग्राम व डाकघर सिधिया खुर्द,
ब्लाक समस्तीपुर,
जिला समस्तीपुर
874. सिताबदियारा शाखा,
बारीब सिंह का टोला,
ग्राम व डाकघर सिताबदियारा,
जिला सारन
875. सोनबरसा शाखा,
ग्राम व डाकघर सोनबरसा,
जिला सीतामढ़ी-843330
876. सिवान शाखा, नयाबाजार,
डाकघर एवं जिला सिवान
877. सुल्तानपुर शाखा,
ग्राम व डाकघर सुल्तानपुर,
ब्लाक बरसोई, जिला कटिहार
878. थाना बिहपुर शाखा,
ग्राम व डाकघर थाना बिहपुर,
जिला भागलपुर-853201
879. टिकरी शाखा,
ग्राम टिकरी,
डाकघर प्रतापपुर,
जिला सिवान
865. Rajaun Branch, Rajaun,
Vill. & P.O. Rajaun,
Distt. Bhagalpur.
866. Rampur Br., Vill. Rampur,
P.O. Kudarbadha,
Distt. Saran.
867. Rampur Br., Vill. Rampur,
P.O. Kishanpur, Hariabhin,
Block/P.S. Korha,
Distt. Katihar-854115
868. Raniganj Branch,
Raniganj, P.O. Maryganj,
Distt. Purnea-854334.
869. Sahabpur Kamal Branch,
Vill Kurha, P.O. Sahebpur Kamal,
Distt. Begusarai-851217.
870. Samastipur Branch,
Marwari Bazar, Basant Mkt.,
Samastipur.
871. Sarisabpahi Branch,
Vill. & P.O. Sarisabpahi.
Distt. Madhubani.
872. Sewram Branch,
Vill & P.O. Sewram,
Distt. Darbhanga,
873. Singhia Khurd Branch,
Vill & P.O. Singhia Khurd,
Block Samastipur,
Distt. Samastipur.
874. Sitabdiara Branch,
Barib Singh's Tola,
Vill. & P.O. Sitabdiara,
Distt. Saran.
875. Sonbarsa Branch,
Vill. & P.O. Sonbarsa,
Distt. Sitamarhi -83330.
876. Siwan Branch, Nayabazar,
Vill. & Distt. Siwan,
877. Sultanpur Branch,
Vill. & P.O. Sultanpur,
Block Barsoi, Distt. Katihar.
878. Thana Bihpur Branch,
Vill. & P.O. Thana Bihpur,
Distt. Bhagalpur-853201.
879. Tikri Branch,
Village Tikri, P.O. Pratappur.
Distt. Siwan.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 22 सितम्बर, 1987

का. आ. 2726 :—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 6 की उपधारा (1) के खंड (इ) के उपबन्धों के अनुसरण में केन्द्रीय सरकार भारतीय रिजर्व बैंक के परामर्श से एतद्वारा वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग), नई दिल्ली में अपर सचिव श्री वी. पी. साहनी को श्री शरद केलकर के स्थान पर राष्ट्रीय कृषि और ग्रामीण विकास बैंक का निदेशक नियुक्त करती है।

[संख्या एफ. 9/2/87—बी.ओ. 1 (3)]

(Deptt. of Economic Affairs)

(Banking Division)

New Delhi, the 22nd September, 1987

S.O. 2726.—In pursuance of clause (e) of sub-section (1) of section 6 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government, in consultation with Reserve Bank of India, hereby appoints Shri V. P. Sawhney, Additional Secretary, Ministry of Finance, Department of Economic Affairs, (Banking Division), New Delhi as the Director of the National Bank for Agriculture and Rural Development vice Shri S. M. Kelkar.

[No. F. 9/2/87 B.O. I(3)]

का. आ. 2727 :—भारतीय औद्योगिक विकास बैंक अधिनियम, 1964 (1964 का 18) की धारा 6 की उपधारा (1) के खंड (ग) के उपखंड (1) के अनुसरण में केन्द्रीय सरकार एतद्वारा वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग), नई दिल्ली के अपर सचिव, श्री वी. पी. साहनी को भारतीय औद्योगिक विकास बैंक का निदेशक नामित करती है।

[संख्या एफ. 9/2/87-बी ओ -1 (2)]

S.O. 2727.—In pursuance of sub-clause (i) of clause (c) of sub-section (1) of section 6 of the Industrial Development Bank of India Act, 1964 (18 of 1964), the Central Government hereby nominates Shri V. P. Sawhney, Additional Secretary, Ministry of Finance, Department of Economic Affairs, (Banking Division), New Delhi as the Director of the Industrial Development Bank of India.

[No. F. 9/2/87-B.O. I(2)]

का. आ. 2728 :—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 की उपधारा (1) के खंड (इ) की शर्तों के अनुसार केन्द्रीय सरकार एतद्वारा वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) के अपर सचिव श्री वी. पी. साहनी को भारतीय स्टेट बैंक के केन्द्रीय मण्डल (बोर्ड) में निदेशक नामित करती है।

[संख्या एफ. 9/2/87-बी ओ - 1 (1)]

एस. एस. हसूरकर, निदेशक

S.O. 2728.—In terms of clause (c) of sub-section (1) of section 19 of the State Bank of India Act, 1955 (23 of 1955), the Central Government hereby nominates Shri V.P. Sawhney, Additional Secretary, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi to be the Director of the Central Board of the State Bank of India.

[No. F. 9/2/87-B.O. I(1)]

S. S. HASURKAR, Director.

(राजस्व विभाग)

नई दिल्ली, 22 सितम्बर, 1987

का. आ. 2729.—केन्द्रीय सरकार, विदेशी मुद्रा विनियमन अधिनियम, 1973 (1973 का 46) की धारा 3 के खंड (इ) के साथ पठित धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्धों को प्रवृत्त करने के प्रयोजनार्थ श्री यू. पी. सिंह को प्रवर्तन अधिकारी नियुक्त करती है, जिनका पदाभिधान विशेष प्रवर्तन निदेशक होगा और उक्त अधिनियम की धारा 50 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उन्हें तदधीन बनाये गये किसी नियम, निदेश या आदेश या उसके उपबन्धों में से किसी भी उपबन्ध (धारा 13, धारा 18 की उपधारा (1) के खंड (क) और धारा 19 की उपधारा (1) के खंड (क) से भिन्न के उल्लंघन के मामलों का अधिनियम करने के लिए सशक्त करती है।

[फा.सं. 174/18/87-तक.सम. (प्र.)]

एस. कुमार, उप सचिव

(Department of Revenue)

New Delhi, the 22nd September, 1987

S.O. 2729.—In exercise of the powers conferred by sub-section (1) of Section 4, read with clause (e) of Section 3 of the Foreign Exchange Regulation Act, 1973 (46 of 1973) the Central Government hereby appoints Shri U. P. Singh to be an officer of Enforcement, with the designation of Special Director of Enforcement, for the purpose of enforcing the provisions of the said Act; and in exercise of the powers conferred by Section 50 of the said Act hereby empowers him to adjudicate cases of contravention of any of the provisions thereof [other than Section 13, Clause (a) of Sub-section (1) of Section 18 and clause (a) of Sub-section (1) of Section 19 or of any rule, direction or order made thereunder.

[F. No. 174/18/87-TC(E)]

S. KUMAR, Dy. Secy.

आयकर

नई दिल्ली, 21 अप्रैल, 1987

का.आ. 2730.—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली, ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (1) के खंड (ii) (पैतीस/एक/दो) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :

(1) यह कि भाऊ साहेब सरदेसाई मिमोरियल रिसर्च फाउन्डेशन तालेगांव, पुणे अपने वैज्ञानिक अनुसंधान

के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

(2) यह कि उक्त संस्था अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।

(3) यह कि उक्त "संस्था" अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगी।

(4) यह कि उक्त 'संस्था' केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जायेगा।

(5) यह कि अर्जित किए जाने वाले उपकरण केवल अनुसंधान के लिए ही प्रयोग में लाए जाएंगे। यदि किसी विशेष परिस्थितियों में उनका प्रयोग चिकित्सा अनुसंधान में भिन्न किसी प्रयोजनों के लिए किया जाता है तो उससे होने वाली आय अनुसंधान प्रयोजनों के लिए लगाई जायेगी।

संस्था

"भाऊसाहेब सरदेसाई मिमोरियल रिसर्च फाउंडेशन,
पो.आ. तालेगांव जनरल अस्पताल, तालेगांव (केन्द्रीय रेलवे)
पुणे-410507"

यह अधिसूचना 14-1-1987 से 31-3-1988 तक की अवधि के लिए प्रभावी है।

[सं. 7250(फा.सं. 203/187/86-आ.क.नि. II)]

New Delhi, the 21st April, 1987

INCOME-TAX

S.O. 2730.—It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions:—

87/1205/G1-8

(i) That the Bhausaheb Sardesai Memorial Research Foundation, Talegaon (Pune) will maintain a separate account of the sums received by it for scientific research.

(ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.

(iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.

(iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

(v) That the equipments proposed to be acquired should be utilised for research only. If under special circumstances they are utilised for any purposes, other than medical research and any income is generated thereof, it should be ploughed back for research purposes.

INSTITUTION

"Bhausaheb Sardesai Memorial Research Foundation,
P.O. Talegaon General Hospital, Talegaon (C. Rly.)
Pune-410507."

This Notification is effective for a period from 14-1-1987 to 31-3-1988.

[No. 7250/F. No. 203/187/86-ITA-II]

नई दिल्ली, 1 जुलाई, 1987

का.आ. 2731.—इस कार्यालय की दिनांक 28-11-85 की अधिसूचना सं. 6508(फा.सं. 203/59/82-आ.क.नि.-II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद् द्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) के खंड (ii) (पेंतीस/एक/दो) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है:—

(1) यह कि युनाइटेड प्लांट्स एसोसिएशन आफ सदर्न इण्डिया, कुनूर अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

(2) यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।

(3) यह कि उक्त "संस्था" अपनी कुल आय तथा व्यय दशति हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दशति हुए तुलनपत्र की एक एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।

(4) यह कि उक्त संस्थान केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार देरी होने पर प्रार्थना पत्र रद्द कर दिया जायेगा।

संस्था

"दि यूनाइटेड प्लांटर्स एसोसिएशन आफ सदर्न इंडिया पोस्ट बाक्स नं. 11, ग्ले नव्यू, कुनूर-643101"

यह अधिसूचना 1-1-1987 से 31-2-1988 तक की अवधि के लिए प्रभावी है।

[सं. 7395 (फा.सं. 203/233/86-अ.क.नि-11)]

New Delhi, the 1st July, 1987

S.O. 2731.—In continuation of the Office Notification No. 6508 (F. No. 203/59/82-ITA, II) dated 28-11-86 it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purpose of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions:—

- (i) That the United Planters' Association of Southern India, Coonoor will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

The United Planters Association of Southern India, Post Box No. 11, Glenview, Coonoor-643101.

This Notification is effective for a period from 1-1-1987 to 31-12-1988.

[N. 7395/F. No. 203/233/86-ITA-III]

का.आ. 2732.—इस कार्यालय की दिनांक 5-9-85 की अधिसूचना सं. 6410 (फा.सं. 203/87/85-आ.क.नि. -II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) के खंड (ii) (पैंतीस/एक/दो) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :—

- (1) यह कि मद्रास इंस्टीट्यूट आफ मैग्नेटोबायोलोजी, मद्रास अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (2) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणों, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रतिवर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त "संगम" अपनी कुल आय तथा व्यय दशति हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दशति हुए तुलनपत्र की एक एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।
- (4) यह कि उक्त "संगम" केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना पत्र रद्द कर दिया जायेगा।

"मद्रास इंस्टीट्यूट आफ मैग्नेटोबायोलोजी, 9 जगन्नाथ रोड, नंगम बक्कम मद्रास-600034"

यह अधिसूचना 1-4-1987 से 31-3-1990 तक की अवधि के लिए प्रभावी है।

[सं. 7393 (फा.सं. 203/4/87-आ.क.नि. II)]

S.O. 2732.—In continuation of this Office Notification No. 6410 (F. No. 203/87/85-ITA II) dated 5-9-85. It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific and Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income tax Act, 1961 read with Rule 6 of the Income-tax Rules 1962 under the category "Association" subject to the following conditions:—

- (i) That the Madras Institute of Magnetobiology Madras will maintain a separate account of the sums received by it for scientific research.

- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

Madras Institute of Magnetobiology, 9, Jaggannathan Road, Nungambakkam, Madras-600034.

This Notification is effective for a period from 1-4-1987 to 31-3-1990.

[No. 7393 (F. No. 203/4/87-ITA-II)]

नई दिल्ली, 2 जुलाई, 1987

का. आ. 2733.—इस कार्यालय की दिनांक 18-4-86 की अधिसूचना सं. 6674 (फा. सं. 203/122/85-आ. क. नि.-II) के सिलसिले में सर्वसाधारण की जानकारी के लिए एतद् द्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली, ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) के खंड (ii) (पैतीस/एक/दो) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :—

- (1) यह कि मंगलम् लखनऊ अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (2) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों को वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त "संगम" अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियों, देनदारियों दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा। तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली तथा संबंधित आयकर अधिकृत को भेजेगा।
- (4) यह कि उक्त संगम केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को

अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

संस्था

"मंगलम् 96 सोसायटी पार्क, नराही, लखनऊ-226 001."

यह अधिसूचना 1-1-1987 से 31-3-1988 तक की अवधि के लिए प्रभावी है।

[सं. 7399 (फा. सं. 203/274/86-आ. क. नि.-II)]

New Delhi, the 2nd July, 1987

S.O. 2733.—In continuation of this Office Notification No. 6674 (F. No. 203/122/85-ITA. II) dated 18-4-86 It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific and Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1961 under the category "Association" subject to the following conditions:—

- (i) That the Mangalam, Lucknow will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

Mangalam, 96, Society Park, Narahi, Lucknow-226001.

This Notification is effective for a period from 1-1-1987 to 31-3-1988.

[N. 7399 (F. No. 203/274/86-ITA-II)]

का. आ. 2734.—इस कार्यालय की दिनांक 9-7-86 की अधिसूचना सं. 6791 (फा. सं. 203/32/86-आ. क. नि.-II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद् द्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने, निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (i) के खंड (ii) (पैतीस/एक/

दो) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है:—

- (1) यह कि राजकोट कैंसर सोसायटी, राजकोट अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (2) यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त "संस्थान" अपनी कुल आय तथा व्यय दशति हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियों, देनदारियां दशति हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।
- (4) यह कि उक्त संस्थान केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना पत्र रद्द कर दिया जाएगा।

संस्था

"राजकोट कैंसर सोसायटी, बी. आर. देसाई कैंसर रिसर्च सेंटर राय्या रोड, राजकोट-360001"

यह अधिसूचना 1-4-1987 से 31-3-1988 तक की अवधि के लिए प्रभावी है।

[सं. 7397 (फा. सं. 203/115/87-आ. क. नि. II)]

S.O. 2734.—In continuation of this Office Notification No. 6791 (F. No. 203/32/86-ITA II) dated 9-7-86. It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific and Industrial Research, New Delhi, the Prescribed Authority for the purpose of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions:—

- (i) That the Rajkot Cancer Society, Rajkot will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income

and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.

- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

Rajkot Cancer Society, V. R. Desai Cancer Research Centre, Rajya Road, Rajkot-360001.

This Notification is effective for a period from 1-4-1987 to 31-3-1988.

[No. 7397 (F. No. 203/115/87-ITA-II)]

का. आ. 2735.—इस कार्यालय की दिनांक 27-12-85 की अधिसूचना सं. 6548 (फा. सं. 203/199/84-आ. क. नि.-II) के सिलसिले में, सर्व साधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) के खंड (ii) (पैतीस/एक/दो) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है:—

- (1) यह कि कर्नाटक इंस्टीट्यूट आफ एप्लाइड एग्री-कल्चरल रिसर्च, कर्नाटक अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (2) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त "संगम" अपनी कुल आय तथा व्यय दशति हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियों, देनदारियां दशति हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति केन्द्रीय प्रत्यक्ष कर बोर्ड नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।
- (4) यह कि उक्त संगम केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

संस्था

“कर्नाटक इंस्टीट्यूट आफ एप्लाइड एग्रीकल्चरल रिसर्च, पो. आ. समीरवाड़ी, जिला-बीजापुर,”
कर्नाटक—राज्य”

यह अधिसूचना 1-4-1987 से 31-3-1988 तक की अवधि के लिए प्रभावी है।

[सं. 7398 (फा. सं. 203/20/87-आ. क. नि.-II)]

S.O. 2735.—In continuation of this Office Notification No. 6548 (F. No. 203/199/84-ITA. II) dated 27-12-85 is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five|One|Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category “Association” subject to the following conditions :—

- (i) That the Karnataka Institute of Applied Agricultural Research, Karnataka will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected

INSTITUTION

Karnataka Institute of Applied Agricultural Research
P. O. Sameerwadi, District : Bijapur, Karnataka
State.

This Notification is effective for a period from 1-4-1987 to 31-3-1988.

[No. 7398 (F. No. 203/20/87-ITA-II)]

नई दिल्ली, 3, जुलाई, 1987

का. आ. 2736.—इस कार्यालय की दिनांक 15-9-86 की अधिसूचना सं. फा. सं. 6919 (फा. सं. 203/95/86-आ. क. नि.-II) के सिलसिले में, सर्वसाधारण को जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने, निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) के खंड (iii)

(पैतिस/एक/तीन) के प्रयोजनों के लिए “संस्था” प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :—

- (1) यह कि जैन विश्व भारती, राजस्थान अपने वैज्ञानिक अनुसंधान के लिए स्वयं प्राप्त राशियों का पृथक लेखा रखेगा।
- (2) यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संवत् में प्रति वर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त “संस्थान” अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा। तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।
- (4) यह कि उक्त संस्थान केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

संस्था

“जैन विश्व भारती, पो. आ. लाडनून, राजस्थान-341306.”

यह अधिसूचना 1-4-1987 से 31-3-1988 तक की अवधि के लिए प्रभावी है।

[सं. 7400 (फा. सं. 203/64/87-आ. क. नि. II)]

New Delhi, the 3rd July, 1987

S.O. 2736.—In continuation of this Office Notification No. 6919 (F. No. 203/95/86-ITA. II) dated 15-9-86 it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirty five|One|Three) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category “Institution” subject to the following conditions :—

- (i) That the Jain Vishva Bharati, Rajasthan, will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy

of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.

- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

Jain Vishva Bhairavi P. O. Ladnun, Rajasthan-341306.

This Notification is effective for a period from 1-4-1987 to 31-3-1989.

[No. 7400 (F. No. 203/64/87-ITA-II)]

नई दिल्ली, 6 जुलाई, 1987

का. आ. 2737.—इस कार्यालय की दिनांक 31-7-85 की अधिसूचना सं. 6350 (फा. सं. 203/93/84-आ. क. नि-II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) के खंड (ii) (पैतीस/एक/दो) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है:—

- (1) यह कि लाल बहादुर शास्त्री इंजीनियरिंग रिसर्च एण्ड कंसल्टेंसी सेंटर, त्रिवेन्द्रम, अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (2) यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त "संस्थान" अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां, दर्शाते हुए तुलन-पत्र की एक-एक प्रति प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।
- (4) यह कि उक्त संस्थान केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तान माह पूर्व और अर्वाधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

संस्था

"लाल बहादुर शास्त्री इंजीनियरिंग रिसर्च एण्ड कंसल्टेंसी सेंटर संस्था मंगलम, त्रिवेन्द्रम-695010."

यह अधिसूचना 1-4-1987 से 31-3-1989 तक की अवधि के लिए प्रभावी है।

[स. 7410 (फा. सं. 203/107/87-आ. क. नि.-II)]

New Delhi, the 6th July, 1987

S.O. 2737.—In continuation of this Office Notification No. 6350 (F. No. 203/93/84-ITA. II) dated 31-7-85, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (i) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions:—

- (i) That the Lal Bahadur Shastri Engineering Research & Consultancy Centre, Trivandrum will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

Lal Bahadur Shastri Engineering Research & Consultancy Centre, Sasaramangalam, Trivandrum-695010.

This Notification is effective for a period from 1-4-1987 to 31-3-1989.

[No. 7410 (F. No. 203/107/87-ITA-II)]

का. आ. 2738.—इस कार्यालय की दिनांक 10-9-84 की अधिसूचना सं. 5966 (फा. सं. 203/129/84 आ. क. नि. (II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) के खंड (ii) (पैतीस/एक/दो) के प्रयोजनों के लिए "कॉलिज" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है:—

- (i) यह कि कर्नाटक रीजनल इंजीनियरिंग कॉलेज, श्रीनिवासा नगर अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

(ii) यह कि उक्त कॉलिज अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए ।

(iii) यह कि उक्त "कॉलिज" अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरी-संपरोक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियों, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा ।

(iv) यह कि उक्त 'कॉलिज' केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा । आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना पत्र रद्द कर दिया जाएगा ।

संस्था

"कर्नाटक रीजनल इंजीनियरिंग कॉलिज सूरतकल, श्रीनिवास नगर, कर्नाटक-574157."

यह अधिसूचना 1-4-1987 से 31-3-1989 तक की अवधि के लिए प्रभावी है ।

[सं. 7411 (फा. सं. 203/116/87-आ. क. नि. II)]

S.O. 2738.—In continuation of this Office Notification No. 5966 (F. No. 203/129/84-ITA. II) dated 10-9-84, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rule, 1962 under the category "College" subject to the following conditions :—

- (i) That the Karnataka Regional Engineering College, Srinivasnagar, will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said College will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said College will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said College will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for

further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

Karnataka Regional Engineering College, Surathkal, Srinivasnagar, Karnataka-574157.

This Notification is effective for a period from 1-4-1987 to 31-3-1989.

[No. 7411 (F. No. 203/116/87-ITA-II)]

का. आ. 2739:—इस कार्यालय की दिनांक 31-8-85 की अधिसूचना सं. 6270 (फा. सं. 203/29/83-आ. क. नि. II) के सिलसिले में, सर्व साधारण की जानकारी के लिए एतद्द्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली, ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) के खंड (ii) पैरिस/एक/दो के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :—

- (1) यह कि एम. एल. शाह रिसर्च फाउण्डेशन फॉर स्टोन इण्डस्ट्रीज, अहमदाबाद अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा, प्राप्त राशियों का पृथक लेखा रखेगा ।
- (2) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए ।
- (3) यह कि उक्त "संगम" अपनी कुल आय तथा व्यय दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा ।
- (4) यह कि उक्त संगम केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा । आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना पत्र रद्द कर दिया जाएगा ।

संस्था

"एम. एल. शाह रिसर्च फाउण्डेशन फॉर स्टोन इण्डस्ट्रीज, नौबत-ए, तृतीय तल, आश्रम रोड, नेहरू बिज के सामने अहमदाबाद-380009."

यह अधिसूचना 1-4-1987 से 31-3-1988 तक की अवधि के लिए प्रभावी है ।

[सं. 7409 (फा. सं. 203/27/87-आ. क. नि.-II)]

S.O. 2739.—In continuation of this Office Notification No. 6270 (F. No. 203/29/83-ITA, II) dated 31-8-85 it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) That the M. L. Shah Research Foundation For Stone Industries, Ahmedabad, will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

M. L. Shah Research Foundation For Stone Industries, Noble-A, 3rd Floor, Ashram Road, Opp. Nehru Bridge, Ahmedabad-380009.

This Notification is effective for a period from 1-4-1987 to 31-3-1988.

[No. 7409 (F. No. 203/27/87-ITA(II))]

नई दिल्ली, 15 जुलाई, 1987

का. आ. 2740:—इस कार्यालय की दिनांक 18-4-87 की अधिसूचना सं. 6679 फा. सं. 203/165/82-आ. क. नि.-II के सिलसिले में, सर्व-साधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (1) के खंड (iii) पैतृस/एक/तीन/के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदन किया है :—

- (1) यह कि नेशनल एसोसिएशन ऑफ ज्योग्राफर्स, इण्डिया, नई दिल्ली अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्ति राशियों को पृथक् लेखा रखेगा।
- (2) यह कि उक्त 'संस्थान' अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्रारूप में प्रस्तुत करेगा

जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।

- (3) यह कि उक्त 'संस्थान' अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, वेनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।
- (4) यह कि उक्त 'संस्थान' केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना पत्र रद्द कर दिया जाएगा।

संस्था

"नेशनल एसोसिएशन ऑफ ज्योग्राफर्स, इण्डिया, 7-एस. जे. एम., सांसवल मार्ग, नई दिल्ली—110016,"

यह अधिसूचना 1-4-1987 से 31-3-1988 तक की अवधि के लिए प्रभावी है।

[सं. 7426 (फा. सं. 203/81/87-आ. क. नि. II)]

New Delhi, the 15th July, 1987

S.O. 2740.—In continuation of this Office Notification No. 6679 (F. No. 203/165/82-ITA, II) dated 18-4-86, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirty five/One/Three) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions :—

- (i) That the National Association of Geographers, India, New Delhi, will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"National Association of Geographers, India, 7, SJS Sansanwal Marg, New Delhi-110016."

This Notification is effective for a period from 1-4-1987 to 31-3-1988.

[No. 7426 (F. No. 203/81/87-ITA-II)]

का. आ. 2741.—इस कार्यालय की दिनांक 18-4-86 का अधिसूचना सं. 6673 (फा. सं. 203/49/85-आ. क. नि.-II) के सिलसिले में, सर्व-साधारण की जानकारी के लिए एनद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) के खंड (ii) (पैतीस/एक/दो) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :—

- (1) यह कि अस्त्र रिसर्च सेंटर इण्डिया बंगलोर अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (2) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान क्रियाकलापों की वार्षिक विवरणों, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त "संगम" अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।
- (4) यह कि उक्त 'संगम' केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में, किसी प्रकार की देरी होने पर प्रार्थना पत्र रद्द कर दिया जाएगा।
- (5) यह कि उक्त संगम आस्ट्रा स्वीडन द्वारा निधिबद्ध किया जाएगा तथा भारत में इसके द्वारा प्राप्त की गई अतिरिक्त राशियां पृथक लेखे में रखी जाएंगी और केवल विहित अधिकारी की अनुमति से ही रखी जाएंगी।

संस्था

"अस्त्र रिसर्च सेंटर इण्डिया, इम्बरी कैम्पस, 18वां क्रॉस मालीस्वरम, बंगलोर—560 0034"।

87/1205 GI—7

यह अधिसूचना 1-4-1987 से 31-3-1990 तक कि अवधि के लिए प्रभावी है।

[सं. 7427 (फा. सं. 203/10/87-आ. का. नि. II)]

S.O. 2741.—In continuation of this Office Notification No. 6673 (F. No. 203/49/85-ITA. II) dated 18-4-86, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) That the Astra Research Centre India, Bangalore, will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.
- (v) That the said Association will be funded by ASTRA Sweden and any additional sums received by it in India will be kept in separate account and will be used only with the approval of the Prescribed Authority.

INSTITUTION

"Astra Research Centre India, Inbri Campus, 18th Cross, Mallisawaram, Bangalore-560003."

This Notification is effective for a period from 1-4-1987 to 31-3-1990.

[No. 7427 (F. No. 203/10/87-ITA-II)]

नई दिल्ली, 3 अगस्त, 1987

का. आ. 2742.—इस कार्यालय की दिनांक 12-12-86 की अधिसूचना सं. 7042 (फा. सं. 203/111/84-आ. का. नि.-II) के सिलसिले में, सर्व-साधारण की जानकारी के लिए एनद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली, ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) के खंड (ii) (पैतीस/एक/दो) के प्रयोजनों के लिए "विश्व विद्यालय" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :—

- (i) यह कि अम्ना विश्वविद्यालय मद्रास अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (ii) यह कि उक्त "विश्वविद्यालय" अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणों, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया

जाए और उसे सूचित किया जाए।

आयकर

(iii) यह कि उक्त "विश्वविद्यालय" अपनी कुल आय तथा व्यय दर्शाते हुए अपने संगरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियाँ, देनदारियाँ, दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।

(iv) यह कि उक्त "विश्वविद्यालय" केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना पत्र रद्द कर दिया जाएगा।

संस्था

"अन्ना विश्वविद्यालय, मद्रास-600025"

यह अधिसूचना 1-4-1987 से 31-3-1990 तक की अवधि के लिए प्रभावी है।

[सं. 7456 (फा.सं. 203/120/87-आ.क.नि.-II)]

New Delhi, the 3rd August, 1987

S.O. 2742.—In continuation of this Office Notification No. 7042 (F. No. 203/111/84-ITA. II) dated 12-12-86 it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962, under the category "University" subject to the following conditions :—

- (i) That the Anna University, Madras, will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said University will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said University will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said University will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Anna University, Madras-600025."

This Notification is effective for a period from 1-4-1987 to 31-3-1990.

[No. 7456 (F. No. 203/120/87-ITA-II)]

का.आ. 2743.—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) के खंड (ii) (पैनीस/एक/दो) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :—

(i) यह कि एयरोनाटिकल डिवेलपमेंट एजेंसी, बंगलूर अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक् लेखा रखेगा।

(ii) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।

(iii) यह कि उक्त संगम अपनी कुल आय तथा व्यय दर्शाते हुए अपने संगरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियाँ, देनदारियाँ, दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।

(iv) यह कि उक्त 'संगम' केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली, को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना पत्र रद्द कर दिया जाएगा।

संस्था

"एयरोनाटिकल डिवेलपमेंट एजेंसी, एन.ए. कैम्पस बेलूर, बंगलूर-560037".

यह अधिसूचना 8-6-1987 से 31-3-1989 तक की अवधि के लिए प्रभावी है।

[सं. 7453 (फा.सं. 203/70/87-आ.क.नि.-II)]

S.O. 2743.—It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) That the Aeronautical Development Agency, Bangalore will maintain a separate account of the sums received by it for scientific research.

- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Aeronautical Development Agency, NAL Campus, Bellur, Bangalore-560037."

This Notification is effective for a period from 8-6-1987 to 31-3-1989.

[No. 7453 (F. No. 203/70/87-ITA-II)]

का.आ. 2744—इस कार्यालय की दिनांक 5-8-85 की अधिसूचना सं. 6356 (फा.सं. 203/50/85-आ.क. नि-II) के सिलसिले में, सर्व साधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) के खंड (ii) (पैतीस/एक/दो) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :—

- (i) यह कि इंस्टीट्यूट आफ रोड ट्रांसपोर्ट तारामणि, मद्रास-600113, अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (ii) यह कि उक्त "संगम" धरने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्रन्थ में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (iii) यह कि उक्त "संगम" अपनी कुल आम तथा व्यय दर्शाते हुए अपने संवरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां, दर्शाते हुए तुल्यपत्र की एक-एक प्रति, प्रति वर्ष 30 जून, तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।
- (iv) यह कि उक्त "संगम" केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनु-

मोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना पत्र रद्द कर दिया जाएगा।

संस्था

"द इंस्टीट्यूट आफ रोड ट्रांसपोर्ट, तारामणि, मद्रास-600113"

यह अधिसूचना 1-4-1987 से 31-3-1988 तक की अवधि के लिए प्रभावी है।

[नं. 7450 (फा.सं. 203/298/86-आ.क.नि.-II)]

S.O. 2744.—In continuation of this Office Notification No. 6356 (F. No. 203/50/85-ITA. II) dated 5-8-85 It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) That the Institute of Road Transport Taramani, Madras-600113, will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension, applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"The Institute of Road Transport, Taramani, Madras-60113."

This Notification is effective for a period from 1-4-1987 to 31-3-1988.

[No. 745 F. No. 203/298/86-ITA-II)]

का.आ. 2745—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) के खंड (ii) पैतीस/एक/दो के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :—

- (i) यह कि सौराष्ट्र कैंसर रिसर्च फाउण्डेशन, राजकोट (गुजरात) अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक —खा रखेगा

(ii) 'यह कि उक्त 'संगम' अपने वैज्ञानिक अनुसंधान क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।

(iii) यह कि उक्त "संगम" अपनी कुल आय तथा व्यय दशति हुए अपने संपरीक्षित वार्षिक लेखों को तथा अपनी परिसंपत्तियां, देनदारियां दशति हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।

(iv) यह कि उक्त 'संगम' केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व-विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना पत्र रद्द कर दिया जाएगा।

(v) यह कि उक्त 'संगम' आयकर अधिनियम, 1961 की धारा 11(5) के उपबन्धों के अनुसार प्राप्त राशियों का निवेश करेगा।

संस्था

"सौराष्ट्र कैंसर रिसर्च फाउण्डेशन, राय रोड, राजकोट-गुजरात-360001।"

यह अधिसूचना 8-6-1987 से 31-3-1989 तक की अवधि के लिए प्रभावी है।

[सं. 7451(फा.सं. 203/65/87-आईटीए-II)]

S.O. 2745.—It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) That the Saurashtra Cancer Research Foundation, Rajkot (Gujarat), will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.

(iv) That these said Association will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

(v) That the said Association will invest the surplus funds in accordance with the provisions of Section 11(5) of the Income-tax Act, 1961.

INSTITUTION

Saurashtra Cancer Research Foundation, Raiya Road, Rajkot, Gujarat-360001.

This Notification is effective for a period from 8-6-1987 to 31-3-1989.

[No. 7451 (F. No. 203/65/87-ITA-II)]

कां०आ० 2746.—सर्वसाधारण की जानकारी के लिए एतद्-द्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली, ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (i) के खंड (ii) (पैतीस/एक/दो) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्न-लिखित शर्तों पर अनुमोदित किया है :—

- (1) यह कि स्किन एंड लेवरोसी रिसर्च फाउण्डेशन, भागलपुर (बिहार) अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक् लेखा रखेगा।
- (2) यह कि उक्त "संगम" अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त "संगम" अपनी कुल आय तथा व्यय दशति हुए अपने संपरीक्षित वार्षिक लेखों को तथा अपनी परिसंपत्तियां, देनदारियां दशति हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।
- (4) यह कि उक्त "संगम" केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना पत्र रद्द कर दिया जाएगा।

संस्था

"स्किन एंड लेवरोसी रिसर्च फाउण्डेशन, खरमानबाक भागलपुर, बिहार-812001" यह अधिसूचना 8-6-1987 से 31-3-1989 तक की अवधि के लिए प्रभावी है।

[सं० 7454 (फा०सं० 203/263/86-आ.क.नि. -II)]

S.O. 2746.—It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty-five|One|Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions:—

- (i) That the Skin and Leprosy Research Foundation, Bhagalpur, (Bihar) will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Appreciations received after the date of expiry of approval are liable to be rejected.

INSTITUTION

Skin and Leprosy Research Foundation, Kharmanchak, Bhagalpur, Bihar-812001.

This Notification is effective for a period from 8-6-1987 to 31-3-1989.

[No. 7454 (F. No. 203|263|86-ITA-II)]

का०प्रा. 2747.—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली, ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (iii) (पैतीस/एक/तीन) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :—

- (1) यह कि आर्थिक और वैज्ञानिक अनुसंधान संस्था, नई दिल्ली अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (2) यह कि उक्त "संस्थान" अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी का प्रत्येक वित्तीय वर्ष के

संबंध में प्रति वर्ष 31 मई तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिस्थित किया जाए और उसे सूचित किया जाए।

- (3) यह कि उक्त "संस्थान" अपनी कुल आय तथा व्यय दर्शाते हुए अपने संशोधित वार्षिक लेखों की तथा अपनी परिसंस्तियों, देनदारियों दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।
- (4) यह कि उक्त "संस्थान" केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

संस्था

"आर्थिक और वैज्ञानिक अनुसंधान संस्था, फेडरेशन हाउस तानसेन मार्ग, नई दिल्ली-110001"

यह अधिसूचना 8-6-1987 से 31-3-1989 तक की अवधि के लिए प्रभावी है।

[सं० 7455 (फा०सं० 203/85/87-आ०क०नि. II)]

S.O. 2747.—It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirty five|One|Three) of the Income-tax Act, 1961 read with rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions :—

- (i) That the Economic And Scientific Research Foundation, New Delhi, will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance

(Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date expiry of approval are liable to be rejected.

INSTITUTION

Economic And Scientific Research Foundation,
Federation House, Tansen Marg, New
Delhi-110001.

This Notification is effective for a period from 8-6-1987 to 31-3-1989.

[No. 7455 (F. No. 203/85/87-ITA-II)]

नई दिल्ली, 10 अगस्त, 1987

का.आ. 2748.—इस कार्यालय की दिनांक 27-6-85 की अधिसूचना सं. 6295 फा.सं. 203/104/84-आ.क.नि.-II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए, एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (i) के खंड (ii) (पैतिस/एक/दो) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :-

- (1) यह कि ग्रासिम मेडिकल रिसर्च इंस्टीट्यूट, नागदा अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (2) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (3) यह कि उक्त "संगम" अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां देनदारियां दर्शाते हुए तुलन-पत्र को एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।
- (4) यह कि उक्त "संगम" केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना पत्र रद्द कर दिया जाएगा।

संस्था

"ग्रासिम मेडिकल रिसर्च इंस्टीट्यूट, विरलाग्राम, नागदा (म.प्र.)

यह अधिसूचना 1-4-1987 से 31-3-1988 तक की अवधि के लिए प्रभावी है।

[सं. 7462 (फा.सं. 203/97/87-आ.क.नि.-II)]

New Delhi, the 10th August, 1987

S.O. 2748.—In continuation of this Office Notification No. 6295 (F. No. 203/104/84-ITA-II) dated 27-6-85. It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions:—

- (i) That the Grasim Medical Research Institute, Nagda will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

Grasim Medical Research Institute, Birlagram,
Nagda M.P.

This Notification is effective for a period from 1-4-1987 to 31-3-1988.

[F. No. 7462 (F. No. 203/97/87-ITA-II)]

का.आ. 2749.—इस कार्यालय की दिनांक 19-4-85 की अधिसूचना सं. 6200 (फा.सं. 203/35/85-आ.क.नि.-II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए, एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई

दिल्ली, ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (i) के खंड (ii) (पैंतीस/एक/दो) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है :-

- (1) यह कि विवेकानन्द इंस्टीच्यूट आफ मेडिकल साइंसिज आफ रामाकृष्णा मिशन, कलकत्ता अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (2) यह कि उक्त "संस्थान" अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किए जाए।
- (3) यह कि उक्त "संस्थान" अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखा की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पक्ष की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।
- (4) यह कि उक्त "संस्थान" केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन मास पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थनापत्र रद्द कर दिया जाएगा।

संस्था

"विवेकानन्द इंस्टीच्यूट आफ मेडिकल साइंसिज आफ रामाकृष्णा मिशन, कलकत्ता"।

यह अधिसूचना 1-4-1986 में 31-3-1989 तक की अवधि के लिए प्रभावी है।

[मं० 7463(फा०सं० 203/39/87-आ०क.नि.-II)]

S.O. 2749.—In continuation of this Office Notification No. 6200 (F. No. 203/35/85-ITA-II) dated 19-4-85. It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions:—

- (i) That the Vivekanand Institute of Medical Sciences of Ramakrishna Mission, Calcutta

will maintain a separate account of the sums received by it for scientific research.

- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

Vivekanand Institute of Medical Sciences of Ramakrishna Mission, Calcutta.

This Notification is effective for a period from 1-4-86 to 31-3-89.

[No. 7463 F. No. 203/39/87-ITA-II]

नई दिल्ली, 17 अगस्त, 1987

का. आ. 2750.—इस कार्यालय की दिनांक 14-7-1986 की अधिसूचना सं. 6798 (फा. सं. 203/103/85—आ. क. नि.—II के सिलसिले में सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली, ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (i) के खंड (ii) (पैंतीस/एक/दो) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है:—

- (i) यह कि मुकुन्द फाउण्डेशन फार एग्रीकल्चर रिसर्च कोयम्बटूर अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (ii) यह कि उक्त "संगम" अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रतिवर्ष 31 मई तक ऐसे प्ररूप में प्रस्तुत

करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।

(iii) यह कि उक्त "संगम" अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।

(iv) यह कि उक्त "संगम" केन्द्रीय प्रत्यक्ष कर बोर्ड वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

संस्था

"मुकुन्द फाउण्डेशन फार एग्रीकल्चर रिसर्च 8-बी ईस्ट पेरियासामी रोड, आर.एस. पुरम, कोयम्बटूर 641002"।

यह अधिसूचना 1-4-1987 से 31-3-1988 तक अवधि के लिए प्रभावी है।

[सं. 7478 (फा. सं. 203/18/87—आ. क. नि. II)]

New Delhi, the 17th August, 1987

S.O. 2750.—In continuation of this Office Notification No. 6798 (F. No. 203/103/85-ITA-II) dated 14-7-86. It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions:—

- (i) That the Mukund Foundation For Agriculture Research, Coimbatore, will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure

and Balance Sheet showing its assets liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.

- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

Mukund Foundation For Agriculture Research, 8-B, East Periasamy Road, R. S. Puram, Coimbatore-641002.

This Notification is effective for a period from 1-4-1987 to 31-3-1988.

[No. 7478 (F. No. 203/18/87-ITA-II)]

नई दिल्ली, 29 अगस्त, 1987

का. आ. 2751.—इस कार्यालय की दिनांक 31-7-1985 की अधिसूचना सं. 6351 (फा. सं. 203/197/84—आ. क. नि. II) के सिलसिले में, सर्व-साधारण की जानकारी के लिए के एनड्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) के खण्ड (iii) (पैंतीस/ एक/ तीन) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है:—

- (i) यह कि कार्वे इंस्टीच्यूट आफ सोशियल सर्विस, पुणे अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (ii) यह कि उक्त "संस्थान" अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणों, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष वर्ष 31 मई तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (iii) यह कि उक्त "संस्थान" अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां, दर्शाते हुए तुलन-पत्र की एक एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।

- (iv) यह कि उक्त "संस्थान" केन्द्रीय प्रत्यक्ष कर बोर्ड वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली की अनुमोदन की समिति में तीन माह पूर्व और जमाई बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

संस्था

"कार्वे इंस्टीच्यूट आफ सोशियल सर्विस, हिल साईड, कार्वे नगर, पुणे-411052"।

यह अधिसूचना 1-4-1987 से 31-3-1989 तक की अवधि के लिए प्रभावी है।

[सं. 7483 (फा. सं. 203/24/87-आ. क नि. II)]

वाई. के. बत्रा, अवर सचिव

New Delhi, the 20th August, 1987

S.O. 2751.—In continuation of this Office Notification No. 6351 (F. No. 203/197/84-ITA.II) dated 31-7-85, It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirty five/One/Three) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions:—

- (i) That the Karve Institute of Social Service, Pune, will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets, liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Karve Institute of Social Service, Hill Side, Karve Nagar, Pune-411052".

87/1205 GI-10

This Notification is effecting for a period from 1-4-1987 to 31-3-1989.

[No. 7483 (F. No. 203/24/87-ITA-II)]

Y. K. BATRA, Under Secy.

वाणिज्य मंत्रालय

(मुख्य नियंत्रक, आयात निर्यात का कार्यालय)

नई दिल्ली, 23 सितम्बर, 1987

आदेश

का.आ. 2752.—मै. टेलीफोन केबल (पंजाब) लिमिटेड, एस सी ओ 68-70, पोस्ट बाक्स नं. 7, सेक्टर-17 सी, चंडीगढ़ 17 को आई सी आई सी आई/आई एफ सी आई/आई डी बी आई के अधीन टेलीफोन उपकरणों के आयात के लिए 5,83,40,100 रुपये (पांच करोड़, तिरासी लाख, चालीस हजार एक सौ रुपये) का आयात लाइसेंस सं. जी/सी जी/2041489, दिनांक 12-12-1985 जारी किया गया था।

2. फर्म ने उक्त लाइसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि मूल सीमा शुल्क प्रयोजन प्रति खो गई है अथवा अस्थानस्थ हो गई है। आगे यह भी कहा गया है कि लाइसेंस की सीमाशुल्क प्रयोजन प्रति इन्दिरा गांधी अन्तर्राष्ट्रीय विमान पत्तन कार्गो टर्मिनल के पास पंजीकृत की गई थी।

2. अपने तर्क के समर्थन में लाइसेंसधारक ने नोटिरो पब्लिक, दिल्ली के सम्मुख विधिवत जमा लेकर स्टाम्प पेपर पर एक शपथ पत्र दाखिल किया है। तदनुसार, मैं संतुष्ट हूँ कि आयात लाइसेंस सं. जी/सी जी/2041489, दिनांक 12-12-1985 की मूल सीमा शुल्क प्रयोजन प्रति फर्म से खो गई अथवा अस्थानस्थ हो गई है। यथा संशोधित आयात-नियंत्रण आदेश, 1955, दिनांक 7-12-1955 की उपधारा 9(गग) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए मै. टेलीफोन केबल (पंजाब) लिमिटेड को जारी मूल सीमा-शुल्क प्रयोजन प्रति सं. जी/सी जी/2041489, दिनांक 12-12-1985 को एतद्वारा रद्द किया जाता है।

पार्टी को उक्त लाइसेंस की अनुलिपि सीमाशुल्क प्रयोजन प्रति को अलग से जारी किया जा रहा है।

[सं. सी जी 2/आई डी/32/83-84/539]

पॉल बेक, उप मुख्य नियंत्रक, आयात-निर्यात

कृपे मुख्य नियंत्रक, आयात निर्यात

MINISTRY OF COMMERCE

(Office of the Chief Controller of Imports and Exports)

New Delhi, the 23rd September, 1987

ORDER

S.O. 2752.—M/s. Telephone Cables (Punjab) Limited, S.C.O. 68-70, Post Bag No. 7, Sector 17-C, Chandigarh-17 were granted an import licence No. G/CG/2041489 dated

12-12-85 for Rs. 5,83,40,100 (Rupees Five Crores, Eighty Three Lakhs, Forty Thousands and One Hundred Only) for import of Telephone equipment under ICICI/IFCI/IDBI Loan.

The firm has applied for issue of Duplicate copy of Customs purposes copy of the above mentioned licence on the ground that the original Customs purposes copy of the licence has been lost or misplaced. It has further been stated that the Customs purposes copy of the licence was registered with Indira Gandhi International Air Port Cargo Terminal.

2. In support of their contention, the licence has filed an affidavit on stamped paper duly sworn in before a Notary Public Delhi. I am accordingly satisfied that the original Customs Purposes copy of import licence No. G/CG/2041489 dated 12-12-85 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended the said original Customs Purposes copy No. G/CG/2041489 dt. 12-12-85 issued to M/s. Telephone Cables (Punjab) Ltd., is hereby cancelled.

3. A duplicate Customs Purposes copy of the said licence is being issued to the party separately.

[No. CGII/ID/32/83-84/539]

PAUL BECK, Dy. Chief Controller of Imports & Exports
For Chief Controller of Imports & Exports

उद्योग मंत्रालय

(कंपनी कार्य विभाग)

नई दिल्ली, 21 सितम्बर, 1987

का. आ. 2753:—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एन.डी.आर. मसर्स स्केफको इंडिया वीयरिंग लिमिटेड, जिसका पंजीकृत कार्यालय महात्मा गांधी मैमोरियल बिल्डिंग, नेताजी सुभाष रोड, बम्बई-400002, के कथित अधिनियम के अंतर्गत पंजीकरण (पंजीकरण प्रमाण-पत्र संख्या 1347/77) के निरस्तीकरण को अधिसूचित करती है। उक्त उपक्रम उन उपक्रमों में से है जिन पर उक्त अधिनियम के भाग-“क” अध्याय-3 के उपबन्ध अब लागू नहीं होते।

[सं. 16/12/86 - एम. - 3]

एल. सी. गोयल, अवर सचिव

MINISTRY OF INDUSTRY

(Department of Company Affairs)

New Delhi, the 21st September, 1987

S.O. 2753.—In pursuance of Sub-section (3) of Section 26 of the Monopolies and restrictive Trade Practices Act.

1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Skefko India Bearing Company Limited having its registered office at Mahatma Gandhi Memorial Building, Netaji Subhash Road, Bombay-400002, the said undertakings being undertakings to which the provisions of Part A Chapter III of the said Act no longer apply. (Registration No. 1347/77).

[No. 16/12/86-M. III]

L. C. GOYAL, Under Secy.

(रसायन और पेट्रोसायन विभाग)

नई दिल्ली, 28 सितम्बर, 1987

का. आ. 2754:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में गांव साई, दिवाडी, गव्हाण तहसील पनवेल जिला रायगड में पेट्रोलियम तेल अथवा नैसर्गिक गैस अथवा एक्जेंट अथवा अन्य खनिज पदार्थों के परिवहन के लिए पाईप लाईन इंडियन पेट्रोकेमिकल्स कारपोरेशन लिमिटेड महाराष्ट्र गैस क्रेकर कॉम्प्लेक्स विभाग, विलेपार्ले (पश्चिम), मुंबई द्वारा बिछाई जानी चाहिये।

और, यतः, प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिए एतद्वाचक अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम और खनिज पाईप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आग्रह एतद्द्वारा घोषित किया है।

वर्तते की उक्त भूमि में हितवद्ध कोई व्यक्ति उस भूमि के नीचे पाईप लाईन बिछाने के लिए आक्षेप समक्ष प्राधिकारी इंडियन पेट्रोकेमिकल्स कारपोरेशन लिमिटेड महाराष्ट्र गैस क्रेकर कॉम्प्लेक्स नागोठणा, तहसील रोहा जिला रायगड को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी बिधि व्यवसायी की मार्फ

अधिसूची

पेट्रोलियम और खनिज पाईप लाईन (भूमि में उपयोग के अधिकार के अधिकार का अर्जन) अधिनियम, 1962 की धारा 3 की उपधारा (1) अधिसूचना

अ.नं.	गांव का नाम	तहसील	जिला	सर्वे नं.	हिस्सा नं.	गट नं.	क्षेत्र घे	आर
1	2	3	4	5	6	7	8	9
1	माई	पनबेल	रायगड	246	1 (पी)	—	0—	04.3
				246	3 (पी)	—	0—	00.5
				246	4 (पी)	—	0—	14.6
				246	5 (पी)	—	0—	07.8
				246	7 (पी)	—	0—	09.1
				244	5 (पी)	—	0—	01.2
				244	6 (पी)	—	0—	07.3
				258	3 (पी)	—	0—	00.5
				257	1 (पी)	—	0—	08.3
				257	6 (पी)	—	0—	05.3
				257	7 (पी)	—	0—	02.5
				256	6 (पी)	—	0—	06.3
				256	2 (पी)	—	0—	08.6
				256	5 (पी)	—	0—	14.9
				255	0 (पी)	—	0—	06.7
				253	2 (पी)	—	0—	09.6
				253	4 (पी)	—	0—	08.3
				260	4 (पी)	—	0—	09.1
				260	9 (पी)	—	0—	10.6
				260	6 (पी)	—	0—	01.5
				261	2 (पी)	—	0—	00.5
				261	3 (पी)	—	0—	12.6
				261	8 (पी)	—	0—	13.1
				265	1 (पी)	—	0—	06.3
				265	3 (पी)	—	0—	06.0
				265	4 (पी)	—	0—	09.3
				265	8 (पी)	—	0—	10.6
				265	11 (पी)	—	0—	04.3
				265	13 (पी)	—	0—	07.5
				264	6 (पी)	—	0—	04.5
2	दिघाटी	पनबेल	रायगड	3	1 (पी)	—	0—	08.8
				3	4 (पी)	—	0—	09.8
				3	7 (पी)	—	0—	05.5
				3	10 (पी)	—	0—	06.8
				19	5 (पी)	—	0—	00.7
				19	4 (पी)	—	0—	01.7
				19	8 (पी)	—	0—	03.7
				19	9 (पी)	—	0—	03.0
				20	3 (पी)	—	0—	01.7
				20	5 (पी)	—	0—	06.0
				21	1 (पी)	—	0—	18.7

1	2	3	4	5	6	7	8	9
2.	दिवाटी-जारी	पन्नेज	रायगड	30	1 मे 3 (पी)	---	0---	11.6
				32	0 (पी)	---	0---	06.5
				33	1 (पी)	---	0---	13.6
				33	2 (पी)	---	0---	03.7
				33	5 (पी)	---	0---	09.8
				5	4 (पी)	---	0---	12.6
				5	2 (पी)	---	0---	05.8
				5	3 (पी)	---	0---	00.5
				6-सी	10 (पी)	---	0---	03.7
				6-सी	7 (पी)	---	0---	03.0
				6-सी	8 (पी)	---	0---	03.5
				6-सी	9 (पी)	---	0---	01.5
				92	0 (पी)	---	0---	15.1
				97	0 (पी)	---	0---	11.3
				68	0 (पी)	---	0---	29.8
				77	0 (पी)	---	0---	18.3
				78	0 (पी)	---	0---	17.7
				79	0 (पी)	---	0---	19.2
				67	0 (पी)	---	0---	00.7
				80	0 (पी)	---	0---	00.2
				81	0 (पी)	---	0---	29.0
3.	गडहोण	पन्नेज	रायगड	273	4 (पी)	---	0---	3.5
				273	3 (पी)	---	0---	7.0
				273	2 (पी)	---	0---	9.3
				273	1 (पी)	---	0---	2.0
				276	3 (पी)	---	---	4.3
				274	7 (पी)	---	---	0.2
				274	6 (पी)	---	---	2.0
				274	5 (पी)	---	---	16.9
				274	4 (पी)	---	---	3.7
				274	3 (पी)	---	---	5.5
				274	2 (पी)	---	---	33.3
				274	1 (पी)	---	---	3.7
				277	0 (पी)	---	---	0.7
				279	9 (पी)	---	---	3.7
				279	4 (पी)	---	---	1.5
				279	8 (पी)	---	---	4.5
				279	7 (पी)	---	---	9.3
				287	1 (पी)	---	---	0.7
				287	2बी (पी)	---	---	12.6
				287	3+ 4+ 5 (पी)	---	---	0.2
				278	0 (पी)	---	---	32.6
				364	6 (पी)	---	---	4.0
				364	3 (पी)	---	---	4.8
				364	5ए (पी)	---	---	5.0
				364	5बी (पी)	---	---	5.0
				364	4 (पी)	---	---	4.0

1	2	3	4	5	6	7	8	9
3.	गवहूण-जारी	पतवेल	रायगड	364	2(पी)	—	—	4.5
				364	1 (पी)	—	—	8.0
				365	2ए + 15(पी)	—	—	2.2
				363	4 (पी)	—	—	7.3
				363	5 (पी)	—	—	4.3
				363	3 (पी)	—	—	1.0
				362	2 (पी)	—	—	7.0
				362	1 (पी)	—	—	1.5
				362	3 (पी)	—	—	11.3
				362	4 (पी)	—	—	4.0
				362	5 (पी)	—	—	3.0
				361	1 (पी)	—	—	3.7
				262	0 (पी)	—	—	25.8
				270	0 (पी)	—	—	25.8
				270	(पी)	—	—	0.5
				270	3 (पी)	—	—	8.0
				270	2 (पी)	—	—	2.7
				270	1 (पी)	—	—	19.9
				268	(पी)	—	—	3.7
				268	6 (पी)	—	—	3.0
				268	3 (पी)	—	—	7.0
				271	7 (पी)	—	—	7.8
				268	5 (पी)	—	—	0.7
				271	8 (पी)	—	—	4.3
				271	10 (पी)	—	—	8.8
				271	11 (पी)	—	—	1.5
				271	12 (पी)	—	—	1.2
				27	8 (पी)	—	—	1.2
				27	3 (पी)	—	—	0.7
				27	2 (पी)	—	—	0.2
				34	24 (पी)	—	—	0.2
				34	1 (पी)	—	—	1.7
				34	2 (पी)	—	—	0.2
				34	3 (पी)	—	—	1.0
				40	1 + 2ए (पी)	—	—	14.1
				40	1 + 2बी (पी)	—	—	0.2
				83	0 (पी)	—	—	24.0
				84	1 (पी)	—	—	2.0
				85	1 (पी)	—	—	2.2
				85	2 + 5 (पी)	—	—	5.0
				85	4ए (पी)	—	—	0.5
				85	4बी (पी)	—	—	0.2
				85	7 (पी)	—	—	1.5
				85	9ए (पी)	—	—	2.7
				109	5ए + 5बी + 5सी (पी)	—	—	8.0
				86	0 (पी)	—	—	15.0

1	2	3	4	5	6	7	8	9
3.	गङ्गाग-जारी	पनवेल	रायगड	88ए	5 + 9 पी)	---	---	6.0
				104	0 (पी)	---	---	15.4
				89	1 (पी)	---	---	6.0
				89	4 (पी)	---	---	0.2
				90	1 (पी)	---	---	1.5
				90	2 (पी)	---	---	0.2
				90	3 (पी)	---	---	4.0
				90	4 (पी)	---	---	1.0
				90	7ए + 7पी (पी)	---	---	24.2
				90	7पी (पी)	---	---	13.9
				90	10 (पी)	---	---	0.5
				90	8 (पी)	---	---	1.5
				102	1 (पी)	---	---	1.7
				102	2 (पी)	---	---	2.7
				101	1 (पी)	---	---	6.3
				91	1(2) (पी)	---	---	0.5
				91	1(3) (पी)	---	---	5.0
				61	1 (पी)	---	---	2.0
				61	2 (पी)	---	---	14.1
				61	3 (पी)	---	---	3.7
				61	4 (पी)	---	---	7.5
				61	5 (पी)	---	---	2.5
				75	3 (पी)	---	---	6.0
				76	1 (पी)	---	---	5.0
				76	2 (पी)	---	---	13.9
				76	4 (पी)	---	---	1.0
				76	5 (पी)	---	---	4.3
				76	6 (पी)	---	;	6.8
				76	7 (पी)	---	---	0.7
				127	0 (पी)	---	---	14.9
				125	6 (पी)	---	---	0.5
				125	3 (पी)	---	---	0.5
				77	3 (पी)	---	---	3.0
				77	4 (पी)	---	---	11.6
				77	6 (पी)	---	---	18.2
				77	7 (पी)	---	---	11.6
				77	11(पी)	---	---	0.2
				78	1 (पी)	---	---	0.2
				78	3 (पी)	---	---	3.0
				42	8 (पी)	---	---	0.2
				444	0 (पी)	---	---	6.5
				81	1 (पी)	---	---	23.2
				81	2 (पी)	---	---	16.1
				31	3 (पी)	---	---	0.5
				41	3 (पी)	---	---	2.5
				446	0 पी	---	---	6.5
				62	1 (पी)	---	---	3.5

1	2	3	4	5	6	7	8	9
3	सदृश-जाली	पनवेल	रागाड	62	6 (पी)	---	---	1.5
				62	3 (पी)	---	---	6.3
				62	4 (पी)	---	---	26.5
				62	3 (पी)	---	---	0.2
				60	2 (पी)	---	---	1.2
				441	0 (पी)	---	---	4.8
				63	2 (पी)	---	---	7.3
				63	3 (पी)	---	---	1.0
				64	1 (पी)	---	---	3.0
				65	1 (पी)	---	---	0.7
				65	12 (पी)	---	---	7.5
				65	4 (पी)	---	---	13.1
				65	6 (पी)	---	---	4.5
				65	7 (पी)	---	---	7.3
				65	8 (पी)	---	---	3.2
				65	0 (पी)	---	---	2.5
				438	0 (पी)	---	---	4.8
				437	0 (पी)	---	---	8.8
				270	10 (पी)	---	---	4.3
				84	5 (पी)	---	---	1.7

[सं 34027/1/87-पी सी-3]

(Department of Chemicals & Petrochemicals)

New Delhi, the 28th September, 1987

S. O. 2754.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum, oil, natural gas, effluent or any mineral in villages Sai, Dighati, Gavhan Taluka Panvel District Raigad in the State of Maharashtra, Pipelines should be laid through the agency of Indian Petrochemicals Corporation Limited, Maharashtra Gas Cracker Complex Division Vile Parle(W) Bombay;

And whereas, it appears to the Central Government that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the lands described in the schedule annexed hereto;

Now, therefore in exercise of the powers conferred by sub-Section (i) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby notify their intention to acquire the right of user in the lands referred to in the schedule;

Any person interested in the said lands having any objection for laying the pipelines through the said lands may prefer an objection within 21 days from the date of the notification, to the Competent Authority, Indian Petrochemicals Corporation Limited, Maharashtra Gas Cracker Complex Division, Nagothane, Tahsil Roha District Raigad.

And every person making such an objection shall state specifically whether he wishes to be heard in person or by a legal practitioner.

Sl. No.	Name of the Village	Tahsil	District	Survey No. New	Hissa No.	Gat No.	Area	
1	2	3	4	5	6	7	H.	R.
							8	9
1.	Sai	Panvel	Raigad	246	1 (P)	---	0	04.3
				246	3 (P)	---	0	00.5
				246	4 (P)	---	0	14.6
				246	5 (P)	---	0	07.8
				246	7 (P)	---	0	09.1

1	2	3	4	5	6	7	8	9
1	Sui (Contd.)	Panvel	Raigad	244	5 (P)	—	0—	01.2
				244	6 (P)	—	0—	07.3
				258	3 (P)	—	0—	00.5
				257	1 (P)	—	0—	08.3
				257	6 (P)	—	0—	08.3
				257	7 (P)	—	0—	02.5
				256	6 (P)	—	0—	06.3
				256	2 (P)	—	0—	08.6
				256	5 (P)	—	0—	14.9
				255	0 (P)	—	0—	06.7
				253	2 (P)	—	0—	09.6
				253	4 (P)	—	0—	08.3
				260	4 (P)	—	0—	09.1
				260	9 (P)	—	0—	10.6
				260	6 (P)	—	0—	01.5
				261	2 (P)	—	0—	00.5
				261	3 (P)	—	0—	12.6
				261	8 (P)	—	0—	13.1
				265	1 (P)	—	0—	06.3
				265	3 (P)	—	0—	06.0
				265	4 (P)	—	0—	09.3
				265	8 (P)	—	0—	10.6
				265	11(P)	—	0—	04.3
				265	13 (P)	—	0—	07.5
				264	6 (P)	—	0—	04.5
2	Dighati	Panvel	Raigad	3	1 (P)	—	0—	08.8
				3	4 (P)	—	0—	09.8
				3	7 (P)	—	0—	05.5
				3	10 (P)	—	0—	06.8
				19	5 (P)	—	0—	00.7
				19	4 (P)	—	0—	01.7
				19	8 (P)	—	0—	03.7
				19	9 (P)	—	0—	03.0
				20	3 (P)	—	0—	01.7
				20	5 (P)	—	0—	06.0
				31	1 (P)	—	0—	18.7
				30	1 to 3 (P)	—	0—	11.6
				32	0 (P)	—	0—	06.5
				33	1 (P)	—	0—	13.6
				33	2 (P)	—	0—	03.7
				33	5 (P)	—	0—	09.8
				5	4 (P)	—	0—	12.6
				5	2 (P)	—	0—	05.8
				5	3 (P)	—	0—	00.5
				6-C	10 (P)	—	0—	03.7
				6-C	7 (P)	—	0—	03.0
				6-C	8 (P)	—	0—	03.5
				6-C	9 (P)	—	0—	01.5
				92	0 (P)	—	0—	15.1
				97	0 (P)	—	0—	11.3
				68	0 (P)	—	0—	29.3
				77	0 (P)	—	0—	18.8
				78	0 (P)	—	0—	17.7
				79	0 (P)	—	0—	19.2

1	2	3	4	5	6	7	8	9
2.	Dighati	Panvel	Raigad	67	0 (P)	—	0—	00.7
				80	0 (P)	—	0—	00.2
				81	0 (P)	—	0—	29.0
3.	Gavhan	Panvel	Raigad	273	4 (P)	—	—	3.5
				273	3 (P)	—	—	7.0
				273	2 (P)	—	—	9.3
				273	1 (P)	—	—	2.0
				266	3 (P)	—	—	4.3
				274	7 (P)	—	—	0.2
				274	6 (P)	—	—	2.0
				274	5 (P)	—	—	16.9
				274	4 (P)	—	—	3.7
				274	3 (P)	—	—	5.5
				274	2 (P)	—	—	33.3
				274	1 (P)	—	—	3.7
				277	0 (P)	—	—	0.7
				279	9 (P)	—	—	3.7
				279	4 (P)	—	—	1.5
				279	8 (P)	—	—	4.5
				279	7 (P)	—	—	9.3
				287	1 (P)	—	—	0.7
				287	2B (P)	—	—	12.6
				287	3+4+5 (P)	—	—	0.2
				278	0 (P)	—	—	32.6
				364	6 (P)	—	—	4.0
				364	3 (P)	—	—	4.8
				364	5A(P)	—	—	5.0
				364	5B(P)	—	—	5.0
				364	4 (P)	—	—	4.0
				364	2 (P)	—	—	4.5
				364	1 (P)	—	—	8.0
				365	2A+15 (P)	—	—	2.2
				363	4 (P)	—	—	7.3
				363	5 (P)	—	—	4.3
				363	3 (P)	—	—	1.0
				362	2 (P)	—	—	7.0
				362	1 (P)	—	—	1.5
				362	3 (P)	—	—	11.3
				362	4 (P)	—	—	4.0
				362	5 (P)	—	—	3.0
				361	1 (P)	—	—	3.7
				262	0 (P)	—	—	25.8
				270	0 (P)	—	—	25.8
				270	4 (P)	—	—	0.5
				270	3 (P)	—	—	8.0
				270	2 (P)	—	—	2.7
				270	1 (P)	—	—	19.9
				268	4 (P)	—	—	3.7
				268	6 (P)	—	—	3.0
				268	3 (P)	—	—	7.0
				271	7 (P)	—	—	7.8
				268	5 (P)	—	—	0.7
				271	8 (P)	—	—	4.3
				271	10 (P)	—	—	8.8

1	2	3	4	5	6	7	8	9
3. Gavhan	Panvel	Raigad		271	11 (P)	—	—	1.5
				271	12 (P)	—	—	1.2
				27	8 (P)	—	—	1.2
				27	3 (P)	—	—	0.7
				27	2 (P)	—	—	0.2
				34	24 (P)	—	—	0.2
				34	1 (P)	—	—	1.7
				34	2 (P)	—	—	0.2
				34	3 (P)	—	—	1.0
				40	1+2A (P)	—	—	14.1
				40	1+2B (P)	—	—	0.2
				83	0 (P)	—	—	24.0
				84	1 (P)	—	—	2.0
				85	1 (P)	—	—	2.2
				85	2+5 (P)	—	—	5.0
				85	4A (P)	—	—	0.5
				85	4B(P)	—	—	0.2
				85	7 (P)	—	—	1.5
				85	9A (P)	—	—	2.7
				109	5A+5B+5C (P)	—	—	8.0
				86	0 (P)	—	—	15.0
				88A	5+9 (P)	—	—	6.0
				104	0 (P)	—	—	15.4
				89	1 (P)	—	—	6.0
				89	4 (P)	—	—	0.2
				90	1 (P)	—	—	1.5
				90	2 (P)	—	—	0.2
				90	3 (P)	—	—	4.0
				90	4 (P)	—	—	1.0
				90	7A+7C (P)	—	—	24.2
				90	7B (P)	—	—	13.9
				90	10 (P)	—	—	0.5
				90	8 (P)	—	—	1.5
				102	1 (P)	—	—	1.7
				101	2 (P)	—	—	2.7
				101	1 (P)	—	—	6.3
				91	1(2) (P)	—	—	0.5
				91	1(3) (P)	—	—	5.0
				61	1 (P)	—	—	2.0
				61	2 (P)	—	—	14.1
				61	3 (P)	—	—	3.7
				61	4 (P)	—	—	7.5
				61	5 (P)	—	—	2.5
				75	3 (P)	—	—	6.0
				76	1 (P)	—	—	5.0
				76	2 (P)	—	—	13.9
				76	4 (P)	—	—	1.0
				76	5 (P)	—	—	4.3
				76	6 (P)	—	—	6.8
				76	7 (P)	—	—	0.7
				127	0 (P)	—	—	14.9
				125	6 (P)	—	—	0.5
				125	3 (P)	—	—	0.5
				77	3 (P)	—	—	3.0

1	2	3	4	5	6	7	8	9
3. Gavhan	Panvel	Raigad	77	4 (P)	—	—	—	11.6
			77	6 (P)	—	—	—	18.2
			77	7 (P)	—	—	—	11.6
			77	11 (P)	—	—	—	0.2
			78	1 (P)	—	—	—	10.2
			78	3 (P)	—	—	—	3.0
			42	8 (P)	—	—	—	0.2
			444	0 (P)	—	—	—	6.5
			81	1 (P)	—	—	—	23.2
			81	2 (P)	—	—	—	16.2
			81	3 (P)	—	—	—	0.5
			41	3 (P)	—	—	—	2.5
			446	0 (P)	—	—	—	6.5
			62	1 (P)	—	—	—	3.5
			62	6 (P)	—	—	—	1.5
			62	2 (P)	—	—	—	6.3
			62	4 (P)	—	—	—	26.5
			62	3 (P)	—	—	—	0.2
			60	2 (P)	—	—	—	1.2
			441	0 (P)	—	—	—	4.8
			63	2 (P)	—	—	—	7.3
			63	3 (P)	—	—	—	1.0
			64	1 (P)	—	—	—	3.0
			65	1(P)	—	—	—	0.7
			65	12(P)	—	—	—	7.5
			65	4 (P)	—	—	—	13.1
			65	6 (P)	—	—	—	4.5
			65	7 (P)	—	—	—	7.3
			65	8 (P)	—	—	—	3.2
			65	9 (P)	—	—	—	2.5
			438	0 (P)	—	—	—	4.8
			437	0 (P)	—	—	—	8.8
			270	10(P)	—	—	—	4.3
			84	5 (P)	—	—	—	1.7

[No. 34027/1/87-P.C. III]

का. आ. 2755 :—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में गांव बांबे तहसील पेण जिला रायगड में गांव राबे तहसील पेण जिला रायगड तक पेट्रोलियम तेल अथवा नैसर्गिक गैस अथवा एफ्लुअंट अथवा अन्य खनिज पदार्थों के परिवहन के लिए पाईप लाईन इंडियन पेट्रोकेमिकल्स कारपोरेशन लिमिटेड, महाराष्ट्र गैस ट्रंकर कॉम्प्लेक्स विभाग, विनपार्ले (पश्चिम) , मुंबई द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाईप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962

(1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाईप लाईन बिछाने के लिए आक्षेप समक्ष प्राधिकारी इंडियन पेट्रोकेमिकल्स कारपोरेशन लिमिटेड महाराष्ट्र गैस ट्रंकर कॉम्प्लेक्स नागोठणा तहसील रोहा, जिला रायगड को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ;

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह चाहता है कि उसकी मुतवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

पेट्रोलियम और खनिज पाईप (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम 1962 की धारा 3 की उप धारा (1) अधिसूचना क्रमांक तारीख की अनुसूची

क्रमांक सं.	गांव का नाम	तहसील	जिला	मख्दूम नं.	हिस्सा नं.	गट का क्षेत्र है मार		
1	2	3	4	5	6	7	8	9
1. वावे		पेण	रायगड	91ए	1ए/1ए/5(पी)	—	—	9.6
				91ए	1ए/1ए/3(पी)	—	—	24.0
				90	3 (पी)	—	—	3.2
				89	3 (पी)	—	—	16.1
				89	2 (पी)	—	—	5.8
				87	1 (पी)	—	—	17.7
				87	2 (पी)	—	—	5.5
				87	3 (पी)	—	—	9.3
				87	4 (पी)	—	—	10.3
				72	1बी (पी)	—	—	11.1
				72	1ए (पी)	—	—	17.9
				129	0 (पी)	—	—	6.8
				130	1 (पी)	—	—	28.0
				131	1 (पी)	—	—	12.9
				131	2 (पी)	—	—	6.5
				133	1 (पी)	—	—	11.6
				133	2 (पी)	—	—	21.2
				135	1 (पी)	—	—	17.9
				136	3 (पी)	—	—	0.7
				167	1 (पी)	—	—	7.0
				167	3 (पी)	—	—	11.3
				167	4 (पी)	—	—	13.1
				171	1 (पी)	—	—	12.3
				171	2 (पी)	—	—	10.8
				172	1 (पी)	—	—	3.2
				165	1 (पी)	—	—	4.3
				165	2 (पी)	—	—	10.1
				165	3 (पी)	—	—	12.3
				164	3 (पी)	—	—	6.0
				164	2 (पी)	—	—	3.2
				164	4 (पी)	—	—	14.1
				164	5 (पी)	—	—	02.0
				160	3 (पी)	—	—	5.3
				160	4 (पी)	—	—	5.5
				160	1 (पी)	—	—	3.5
				161ए	1 (पी)	—	—	17.9
				161ए	2ए (पी)	—	—	0.2
				161बी	— (पी)	—	—	0.7
				161ए	2बी (पी)	—	—	13.6

1	2	3	5	6	7	8	9
2. बड़खल	पेण	रायगढ़	16	6 (पी)	—	0	10.1
			16	7 (पी)	—	0	03.5
			16	4 (पी)	—	0	04.3
			12	3 (पी)	—	0	10.1
			10	0 (पी)	—	0	06.0
			9	2 (पी)	—	0	05.8
			9	1 (पी)	—	0	08.6
			17	0 (पी)	—	0	00.7
			8	1 (पी)	—	0	14.6
			7	2 (पी)	—	0	12.1
			7	1 (पी)	—	0	10.8
			18	1 (पी)	—	0	04.5
			18	3 (पी)	—	0	05.8
			18	2 (पी)	—	0	01.2
			19	0 (पी)	—	0	02.0
			20	0 (पी)	—	0	06.3
			22	0 (पी)	—	0	00.2
			21	0 (पी)	—	0	22.5
			24	1 (पी)	—	0	12.3
			25	1 (पी)	—	0	01.2
			25	3 (पी)	—	0	20.7
			26	1 (पी)	—	0	08.6
			27	3 (पी)	—	0	02.0
			27	2 (पी)	—	0	02.2
			27	4 (पी)	—	0	01.2
			27	5 (पी)	—	0	03.0
			27	7 (पी)	—	0	07.0
			27	8 (पी)	—	0	00.2
			58	3 (पी)	—	0	14.4
			58	4 (पी)	—	0	16.1
			57	1 (पी)	—	0	05.0
			57	2 (पी)	—	0	15.6
			59	5 (पी)	—	0	02.5
			59	4 (पी)	—	0	04.3
			59	3 (पी)	—	0	01.2
			55	1ए (पी)	—	0	07.8
			56	3 (पी)	—	0	39.2
			41	1 (पी)		0	17.4
			41	2 (पी)		0	10.6
			41	3 (पी)		0	1.5
			41	4 (पी)	—	0	2.2
			41	5 (पी)	—	0	2.7
			44	1 (पी)	—	0	0.7
			42	1 ए (पी)	—	0	15.4
			42	1बी (पी)	—	0	3.7

1	2	3	4	5	6	7	8	9
3. कांदले	पेण	रायगढ़				76 (पी)	—	13.4
						90 (पी)	—	1.2
						91 (पी)	—	16.6
						92 (पी)	—	0.2
						94 (पी)	—	8.3
						97 (पी)	—	8.0
						108 (पी)	—	5.0
						110 (पी)	—	0.7
						105 (पी)	—	12.3
						109 (पी)	—	6.3
						119 (पी)	—	10.6
						118 (पी)	—	7.3
						120 (पी)	—	6.5
						122 (पी)	—	10.8
						149 (पी)	—	2.2
						148 (पी)	—	0.2
						147 (पी)	—	7.3
						146 (पी)	—	4.5
						151 (पी)	—	5.0
						145 (पी)	—	1.2
						153 (पी)	—	6.5
						137 (पी)	—	17.2
						138 (पी')	—	10.6
4. उंचेडे	पेण	रायगढ़	20	1 (पी)			—	7.5
			20	2 (पी)			—	31.1
			19	5 (पी)			—	2.0
			18	2 (पी)			—	12.1
			18	3 (पी)			—	7.3
			17	2 (पी)			—	8.3
			17	1 (पी)			—	5.8
5. मलेशेर	पेण	रायगढ़				86 (पी)	—	3.5
						52 (पी)	—	0.8
						231 (पी)	—	01.0
						53 (पी)	—	7.3
						58 (पी)	—	4.8
						55 (पी)	—	3.5
						54 (पी)	—	4.3
						39 (पी)	—	4.0
						34 (पी)	—	10.1
						43 (पी)	—	4.1
6. उंबडे	पेण	रायगढ़	229	0 (पी)		—	0	03.5
			228	1 (पी)		—	0	08.0
			228	3 (पी)		—	0	01.0
			228	2 (पी)		—	0	10.8
			228	6 (पी)		—	0	08.0
			228	5 (पी)		—	0	10.8

1	2	3	4	5	6	7	8	6
				228	4 (पी)	—	0	00.2
				226	3 (पी)	—	0	05.5
				226	4 (पी)	—	0	03.7
				225	5 (पी)	—	0	09.1
				225	7 (पी)	—	0	00.5
				224	4 (पी)	—	0—	12.3
				224	8 (पी)	—	0—	08.8
				224	6 (पी)	—	0—	06.8
				224	7 (पी)	—	0—	06.8
				235	0 (पी)	—	00—	26.3
				236	— (पी)	—	0—	13.9
7. धोंडपाडा	पेण	रायगढ़		126	0 (पी)	—	—	1.0
				128	1 (पी)	—	—	2.2
				128	2 (पी)	—	—	4.2
				128	3 (पी)	—	—	8.0
				128	4 (पी)	—	—	3.0
				128	5 (पी)	—	—	2.7
				42	1 (पी)	—	—	1.2
				42	2 (पी)	—	—	3.0
				42	4 (पी)	—	—	5.5
				42	5 (पी)	—	—	2.5
				42	3 (पी)	—	—	7.5
				36	4 (पी)	—	—	2.2
				36	1 (पी)	—	—	6.0
				35	2 (पी)	—	—	3.2
				35	1 (पी)	—	—	4.8
				33	1 (पी)	—	—	12.6
				33	2 (पी)	—	—	2.5
				31	1 (पी)	—	—	8.0
				31	1 (पी)	—	—	1.7
				31	2 (पी)	—	—	7.0
				31	3 (पी)	—	—	5.3
				29	2 (पी)	—	—	0.5
				29	3 (पी)	—	—	6.5
				29	4 (पी)	—	—	4.8
				26	3 (पी)	—	—	5.8
				26	1 (पी)	—	—	4.5
				26	7 (पी)	—	—	7.5
				26	6 (पी)	—	—	0.2
				26	10 (पी)	—	—	3.0
				26	5 (पी)	—	—	6.5
				26	9 (पी)	—	—	3.5
				26	8 (पी)	—	—	2.7
				27	2 (पी)	—	—	15.6

1	2	3	4	5	6	7	8	9
8. कोप्रोली	पेण	रायगढ़	39	3 (पी)	—	0—	02.2	
			39	2 (पी)	—	0—	01.2	
			39	1 (पी)	—	0—	01.0	
			40	13 (पी)	—	00—	02.5	
			40	3 (पी)	—	0—	01.5	
			40	2 (पी)	—	0—	04.8	
			40	1 (पी)	—	0—	06.0	
			41	3 (पी)	—	0—	01.2	
			41	2 (पी)	—	0—	00.2	
			41	1 (पी)	—	0—	00.2	
			42	1 (पी)	—	0—	16.9	
			42	2 (पी)	—	0—	07.8	
			42	4 (पी)	—	0—	05.5	
			43	1 (पी)	—	0—	07.0	
			43	3 (पी)	—	0—	00.2	
			43	4 (पी)	—	0—	02.2	
			43	5 (पी)	—	0—	02.7	
			43	6 (पी)	—	0—	01.5	
			44	5 (पी)	—	0—	08.6	
			44	6 (पी)	—	0—	05.8	
			45	6 (पी)	—	0—	07.0	
			45	3 (पी)	—	0—	03.2	
			45	2 (पी)	—	0—	02.2	
			45	4 (पी)	—	0—	01.5	
			49	5 (पी)	—	0—	06.8	
			49	6 (पी)	—	0—	02.5	
			49	3 (पी)	—	0—	07.0	
			49	1 (पी)	—	0—	02.5	
			49	2 (पी)	—	0—	02.2	
			53	9 (पी)	—	0—	08.8	
			53	8 (पी)	—	0—	02.5	
			53	3 (पी)	—	0—	15.4	
			52	1 (पी)	—	0—	01.2	
			51	5 (पी)	—	0—	01.0	
			60	3 (पी)	—	0—	04.3	
			60	2 (पी)	—	0—	01.5	
			61	4 (पी)	—	0—	01.7	
			61	5 (पी)	—	0—	02.7	
			61	1 (पी)	—	0—	01.0	
			61	3 (पी)	—	0—	01.2	
			61	2 (पी)	—	0—	03.0	
			62	5 (पी)	—	0—	14.4	
			62	6 (पी)	—	0—	03.0	
			62	7 (पी)	—	0—	00.5	
			62	1 (पी)	—	0—	11.3	
			161	37 (पी)	—	0—	13.4	
			161	3.6 (पी)	—	0—	02.2	

1	2	3	4	5	6	7	8	9
	कोप्रोली	वेण	रायगढ़	161	3 डी (पी)	—	0—	05.5
				161	5 (पी)	—	0—	01.0
				161	2 (पी)	—	0—	02.2
				161	1 (पी)	—	0—	01.2
				160	1 (पी)	—	0—	31.6
				160	2 (पी)	—	0—	01.0
				157	0 (पी)	—	0—	01.7
				166	0 (पी)	—	0—	36.1
				156	0 (पी)	—	0—	36.6
				153	0 (पी)	—	0—	10.3
				171	2 (पी)	—	0—	00.5
				131	4 (पी)	—	0—	01.2
				132	3 (पी)	—	0—	08.8
				132	2 (पी)	—	0—	00.2
				132	1 (पी)	—	0—	01.2
				132	4 (पी)	—	0—	01.7
				133	0 (पी)	—	0—	34.1
				116	1 (पी)	—	0—	00.2
				116	2 (पी)	—	0—	20.9
				114	1 (पी)	—	0—	12.1
				104	0 (पी)	—	0—	32.3
				105	3 (पी)	—	0—	00.2
				95	0 (पी)	—	0—	06.3
				115	4 (पी)	—	0—	15.1
				115	2 (पी)	—	0—	13.4
				115	1 (पी)	—	0—	16.6
				177	0 (पी)	—	0—	02.5
9. नगदी सापोली	वेण	रायगढ़	13	0	—	1—	14.3	
			26ए	0	—	0—	11.1	
10. बरेली	वेण	रायगढ़	49	ए1 (पी)	—	—	7.3	
			50	0 (पी)	—	—	3.2	
			41	0 (पी)	—	—	27.3	
			40	0 (पी)	—	—	36.9	
			39	0 (पी)	—	—	10.1	
			67	0 (पी)	—	—	12.6	
			66	0 (पी)	—	—	1.5	
			2	0 (पी)	—	—	2.7	
			4	1 (पी)	—	—	18.6	
			4	2 (पी)	—	—	3.7	
			4	3 (पी)	—	—	10.3	
			5	3 (पी)	—	—	3.7	
			5	2 (पी)	—	—	0.2	
			5	1 (पी)	—	—	6.5	
			6	1 (पी)	—	—	6.7	

1	2	3	4	5	6	7	8	9
11. डो की दबावा	पेण	रायगड	37	8बी (पी)	—	—	04.3	
			37	8-ए (पी)	—	—	07.0	
			37	4ए (पी)	—	—	09.6	
			37	3 (पी)	—	—	01.5	
			37	2 (पी)	—	—	01.2	
			37	1 (पी)	—	—	02.0	
			36	1 (पी)	—	—	18.7	
			38	5 (पी)	—	—	0.5	
			35	4 (पी)	—	—	11.6	
			35	3 (पी)	—	0	00.2	
			35	2 (पी)	—	0	03.7	
			35	1 (पी)	—	0	06.0	
2. खार दतर्फा बोली	पेण	रायगड	206	6(पी)	—	0	8.3	
			206	1 (पी)	—	0	8.3	
			206	2(पी)	—	0	8.8	
			205	1 (पी)	—	0	1.0	
			205	3 (पी)	—	0	26.5	
			205	2(पी)	—	0	1.2	
			204	0 (पी)	—	0	9.1	
			203	0 (पी)	—	0	23.2	
			202	5 (पी)	—	0	3.2	
			202	3 (पी)	—	0	6.8	
			201	2 (पी)	—	0	21.7	
			200	2 बी(पी)	—	—	—	
				17.2	—	—	—	
			196	1 (पी)	—	0	12.6	
			198	2 (पी)	—	0	1.5	
			198	1ई (पी)	—	0	2.0	
			198	1 सी (पी)	—	0	10.1	
			197	5 (पी)	—	0	0.5	
			197	4 (पी)	—	0	17.7	
			192	3ए (पी)	—	0	11.6	
			191	1 (पी)	—	0	31.6	
			189	3 (पी)	—	0	1.0	
			189	5 (पी)	—	0	16.6	
			184	1 ए (पी)	—	0	8.6	
			184	1 ई (पी)	—	0	3.5	
3 कोपर	पेण	रायगड	49	6 ए (पी) }	—	—	—	
			49	6 बी(पी) }	—	—	12.0	
			49	7 (पी)	—	—	6.3	
			49	8 (पी)	—	—	1.2	
			55	1 (पी)	—	—	3.0	
			55	2 (पी)	—	—	16.6	
			55	3 ए (पी)	—	—	0.2	
			54	2ए पी }	—	—	10.1	
			54	2 बी }	—	—	—	
			54	5+6 (पी)	—	—	1.5	

1	2	3	5	6	7	8
			57	6 (पी)	—	1.0
			58	1 (पी)	—	15.6
			59	1 (पी)	—	2.7
			59	2ए (पी)	—	10.8
			59	5 (पी)	—	13.9
			46	1 (1) (पी) }	—	18.6
			46	1 (2) (पी) }	—	
			60	5 (पी)	—	6.3
			45	2 (पी)	—	3.0
			45	3 (पी)	—	5.3
			45	4 (पी)	—	3.7
			45	5 (पी)	—	4.0
			44	0 (पी)	—	10.1
			41	1ए (पी) }	—	6.0
			41	1बी (पी) }	—	
			41	2 (पी)	—	1.2
			40	1 (पी)	—	2.5
			40	2 (पी)	—	11.3
			40	3 (पी)	—	1.2
			40	4ए (पी) }	—	10.1
			40	4बी }	—	
			40	5 (पी)	—	0.2
			40	6 (पी)	—	17.2
			33	1 (पी)	—	7.8
			33	2 (पी)	—	8.3
			32	2 (पी)	—	10.8
			32	5 (पी)	—	11.8
			32	7 (पी)	—	10.8
			14	1 (पी)	—	4.0
			14	2 (1) (पी)	—	5.0
			14	2 (2) (पी)	—	6.5
			14	3 (पी)	—	7.5
			18	1 (पी)	—	2.7
			18	2 (पी)	—	3.7
			18	3 (पी)	—	5.0
			75	0 (पी)	—	3.2
4. डाक्षर	पेण	रायगड	35	1 (पी)	—	15.1
			35	3 (पी)	—	6.8
			35	4 (पी)	—	0.2
			36	1 (पी)	—	1.0
			28	2 (पी)	—	6.5
			28	5 (पी)	—	15.1
			27	1 (पी)	—	9.6
			23	2 (पी)	—	5.3
			24	1 (पी)	—	16.9
			24	2 (पी)	—	7.0
			24	3 (पी)	—	6.5

1	2	3	4	5	6	7	8	9
14.	डाबरे	पेण	रायगड (जारी)	24	4 (पी)	—	—	14.1
				21	1 (पी)	—	—	24.2
				21	2 (पी)	—	—	3.5
				21	3 (पी)	—	—	4.5
				21	4 (पी)	—	—	4.5
				19	1 (पी)	—	—	2.2
				19	2 (पी)	—	—	5.0
15.	जीहें	पेण	रायगड	27	2 (पी)	—	—	0.2
				27	4 (पी)	—	0	4.1
16.	राबे	पेण	रायगड	223	ए (पी)	—	0	15.6
				223	ए (पी)	—	0	27.3
				223	ए (पी)	—	0	25.3
				31	ओ (पी)	—	0	06.0
				33	ओ (पी)	—	0	10.1
				40	ए (पी)	—	0	03.0
				29	ओ (पी)	—	0	08.0
				28	ओ (पी)	—	0	11.1
				27	ओ (पी)	—	0	23.7
				26	ओ (पी)	—	0	18.4
				25	ओ (पी)	—	0	16.1
				2	ओ (पी)	—	0	14.6
				3	ओ (पी)	—	0	13.6
				4	0 (पी)	—	0	32.3
				5	0 (पी)	—	0	00.5
				206	2 (पी)	—	0	12.9
				206	1 (पी)	—	—	01.0
				205	3 (पी)	—	0	04.0
				205	1 (पी)	—	0	02.0
				204	3 (पी)	—	0	07.3
				204	4 (पी)	—	0	05.0
				203	6 (पी)	—	0	02.5
				203	2 (पी)	—	0	00.2
				203	4 (पी)	—	0	01.2
				203	3 (पी)	—	0	13.9
				202	3 (पी)	—	0	00.2
				225	0 (पी)	—	0	10.6

[सं० 34027/1/87-पीसी-3]

S. O. 2755.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum, oil, natural gas, effluent or any mineral from village Wave Taluka Pen District Raigad to village Wave Taluka Pen District Raigad in the State of Maharashtra, Pipelines should be laid through the agency of Indian Petrochemicals Corporation Limited, Maharashtra Gas Cracker Complex Division Vile Parle (W) Bombay;

And whereas, it appears to the Central Government that for the purpose of laying such pipelines,

it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by Sub-Section (i) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby notify their intention to acquire the right of user in the lands referred to in the schedule:

Any person interested in the said lands having any objection for laying the pipelines through the said lands may prefer an objection within 21 days from the date of the notification to the Competent Authority,

Indian Petrochemicals Corporation Limited, Maharashtra Gas Cracker Complex Division, Nagothane, Tahsil Roha District Raigad.

And every person making such an objection shall state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Schedule to Notification under Section 3(1) of the Petrochemicals and Minerals Pipe Lines (Acquisition of Right of user in land) Act, 1962.

Sr. No.	Name of the Village	Tahsil	District	Survey No. New	Hissa No.	Gat No.	Area	
							H.	R.
1	2	3	4	5	6	7	8	9
1.	Wave	Pen	Raigad	91A	1A/1A/5 (P)	—	—	9.6
				91A	1A-1A/3 (P)	—	—	24.0
				90	3 (P)	—	—	3.2
				89	3 (P)	—	—	16.1
				89	2 (P)	—	—	5.8
				87	1 (P)	—	—	17.7
				87	2 (P)	—	—	5.5
				87	3 (P)	—	—	9.3
				87	4 (P)	—	—	10.3
				72	1B(P)	—	—	11.1
				72	1A(P)	—	—	17.9
				129	0 (P)	—	—	6.8
				130	1 (P)	—	—	28.0
				131	1 (P)	—	—	12.9
				131	2 (P)	—	—	6.5
				133	1 (P)	—	—	11.6
				133	2 (P)	—	—	21.2
				135	1 (P)	—	—	17.9
				136	3 (P)	—	—	0.7
				167	1 (P)	—	—	7.0
				167	3 (P)	—	—	11.3
				167	4 (P)	—	—	13.1
				171	1 (P)	—	—	12.3
				171	2 (P)	—	—	10.8
				172	1 (P)	—	—	3.2
				165	1 (P)	—	—	4.3
				165	2 (P)	—	—	10.1
				165	3 (P)	—	—	12.3
				164	3 (P)	—	—	6.0
				164	2 (P)	—	—	3.2
				164	4 (P)	—	—	14.1
				164	5 (P)	—	—	02.0
				160	3 (P)	—	—	5.3
				160	4 (P)	—	—	5.5
				160	1 (P)	—	—	3.5
				161A	1 (P)	—	—	14.9
				161A	2A(P)	—	—	0.2
				161B	1 (P)	—	—	0.7
				161A	2B (P)	—	—	13.6
2.	Wadkhal	Pen	Raigad	16	6(P)	—	—0	10.1
				16	7 (P)	—	—0	3.5
				16	4 (P)	—	0	04.3
				12	3 (P)	—	0	10.1
				10	0 (P)	—	0	06.0

1	2	3	4	5	6	7	8	9
2	Wadkhal	Pen	Raigad (Contd.)	9	2 (P)	—	0	05.8
				9	1 (P)	—	0	08.6
				17	0 (P)	—	0	00.7
				8	1 (P)	—	0	14.6
				7	2 (P)	—	0	12.1
				7	1 (P)	—	0	10.8
				18	1 (P)	—	0	04.5
				18	3 (P)	—	0	05.8
				18	2 (P)	—	0	01.2
				19	0 (P)	—	0	02.0
				20	0 (P)	—	0	06.3
				22	0 (P)	—	0—	00.2
				21	0 (P)	—	0—	22.5
				24	1 (P)	—	0—	12.3
				25	1 (P)	—	0—	10.2
				25	3 (P)	—	0—	20.4
				26	1 (P)	—	0—	08.6
				27	3 (P)	—	0—	
				22	2 (P)	—	0—	02.2
				22	4 (P)	—	0—	02.2
				22	5 (P)	—	0—	03.0
				22	7 (P)	—	0—	07.0
				22	8 (P)	—	0—	00.2
				58	3 (P)	—	0—	14.4
				58	4 (P)	—	0—	16.1
				57	1 (P)	—	0—	05.0
				57	2 (P)	—	0—	15.6
				59	5 (P)	—	0—	02.5
				59	4 (P)	—	0—	04.3
				59	3 (P)	—	0	01.2
				55	1A(P)	—	0—	07.8
				56	3 (P)	—	0—	39.2
				41	1(P)	—	0	17.4
				41	2 (P)	—	0—	10.6
				41	3 (P)	—	0—	1.5
				41	4 (P)	—	0—	2.2
				41	5 (P)	—	0—	2.7
				44	1 (P)	—	0	0.7
				42	1A(P)	—	0	15.4
				42	1B(P)	—	0	3.7
3.	Kandale	Pen	Raigad	—	—	76 (P)	—	13.4
						90 (P)	—	1.2
						91 (P)	—	16.6
						92 (P)	—	0.2
						94 (P)	—	8.3
						97 (P)	—	8.0
						108 (P)	—	5.0
						110 (P)	—	0.7
						105 (P)	—	12.3
						109 (P)	—	6.3
						119 (P)	—	10.6
						118 (P)	—	7.3

1	2	3	4	5	6	4	8	9
						120 (P)		6.5
						122 (P)	—	10.8
						149 (P)	—	2.2
						148 (P)	—	0.2
						147 (P)	—	7.3
						146 (P)	—	4.5
						151(P)		5.0
						145(P)		1.2
						153(P)		6.5
						137(P)		17.2
						138(P)		10.6
4. Uchede	Pen	Raigad	20	1(P)			—	7.5
			20	2(P)			—	31.1
			19	5(P)			—	2.0
			18	2(P)			—	12.1
			18	3(P)			—	7.3
			17	2(P)			—	8.3
			17	1(P)			—	5.8
5. Maleghar	Pen	Raigad				86(P)		3.5
						52(P)	—	10.8
						231(P)	—	01.0
						53(P)	—	7.3
						58(P)	—	4.8
						55(P)	—	4.5
						54(P)	—	4.3
						39(P)	—	4.0
						34(P)	—	10.1
						43(P)	—	4.1
6. Umbarde	Pen	Raigad	229	0(P)			0	03.5
			228	1(P)			—	08.0
			228	3(P)			0	01.0
			228	2(P)			0	10.8
			228	6(P)			0	08.0
			228	5(P)			0	10.8
			228	4(P)			0	00.2
			226	3(P)			0	05.5
			226	4(P)			—	03.7
			225	5(P)			0	09.1
			225	7(P)			0	00.5
			224	4(P)			0	12.3
			224	8(P)			0	08.8
			224	6(P)			0	06.8
			224	7(P)			0	06.8
			235	0(P)			0	26.3
			236	—(P)			0	13.9
7 Dhondpada	Pen	Raigad	126	0(P)				1.0
			128	1(P)			—	2.2
			128	2(P)			—	4.3
			128	3(P)			—	8.0
			128	4(P)			—	3.0
			128	5(P)			—	2.7
			42	1(P)			—	1.2

1	2	3	4	5	6	7	8	9
7 Dhondpada	Pen	Raigad (Contd.)	42	2(P)	---	---	3.0	
			42	4(P)	---	---	5.5	
			42	5(P)	---	---	2.5	
			42	3(P)	---	---	7.5	
			36	4(P)	---	---	2.2	
			36	1(P)	---	---	6.0	
			35	2(P)	---	---	3.2	
			35	1(P)	---	---	4.8	
			33	1(P)	---	---	12.6	
			33	2(P)	---	---	2.5	
			31	1(P)	---	---	8.0	
			31	1(P)	---	---	1.7	
			31	2(P)	---	---	7.0	
			31	3(P)	---	---	5.3	
			29	2(P)	---	---	0.5	
			29	3(P)	---	---	6.5	
			29	4(P)	---	---	4.8	
			26	3(P)	---	---	5.8	
			26	1(P)	---	---	4.5	
			26	7(P)	---	---	7.5	
			26	6(P)	---	---	0.2	
			26	10(P)	---	---	3.0	
			26	5(P)	---	---	6.5	
			26	9(P)	---	---	3.5	
			26	8(P)	---	---	2.7	
			27	2(P)	---	---	15.6	
8 Koproli	Pen	Raigad	39	3(P)	---	0-	02.2	
			39	2(P)	---	0-	01.2	
			39	1(P)	---	0-	01.0	
			40	13(P)	---	0-	02.5	
			40	3(P)	---	0-	01.5	
			40	2(P)	---	0-	04.8	
			40	1(P)	---	0-	06.0	
			41	3(P)	---	0-	01.2	
			41	2(P)	---	0-	00.2	
			41	1(P)	---	0-	00.2	
			42	1(P)	---	0-	16.9	
			42	2(P)	---	0-	07.8	
			42	4(P)	---	0-	05.5	
			43	1(P)	---	0-	07.0	
			43	3(P)	---	0-	00.2	
			43	4(P)	---	0-	02.2	
			43	5(P)	---	0-	02.7	
			43	6(P)	---	0-	01.5	
			44	5(P)	---	0-	08.6	
			44	6(P)	---	0-	05.8	
			45	6(P)	---	0-	07.0	
			45	3(P)	---	0-	03.0	
			45	2(P)	---	0-	02.0	
			45	4(P)	---	0-	01.5	
			49	5(P)	---	0-	06.8	
			49	6(P)	---	0-	02.5	
49	3(P)	---	0-	07.0				

1	2	3	4	5	6	7	8	9
8	Koprol	Pen	Raigad (Contd.)	49	1(P)	—	0-	02.5
				49	2(P)	—	0-	02.2
				53	9(P)	—	0-	08.8
				53	8(P)	—	0-	02.5
				53	3(P)	—	0-	15.4
				52	1(P)	—	0-	01.2
				51	5(P)	—	0-	01.0
				60	3(P)	—	0-	04.3
				60	2(P)	—	0-	01.5
				61	4(P)	—	0-	01.7
				61	5(P)	—	0-	02.7
				61	1(P)	—	0-	01.0
				61	3(P)	—	0-	01.2
				61	2(P)	—	0-	03.0
				62	5(P)	—	0-	14.4
				62	6(P)	—	0-	03.0
				62	7(P)	—	0-	00.5
				62	1(P)	—	0-	11.3
				161	3A(P)	—	0-	13.4
				161	3.6(P)	—	0-	02.2
				161	3.D(P)	—	0-	05.5
				161	5(P)	—	0-	01.0
				161	2(P)	—	0-	02.2
				161	1(P)	—	0-	01.2
				160	1(P)	—	0-	31.6
				160	2(P)	—	0-	01.0
				157	0(P)	—	0-	01.7
				166	0(P)	—	0-	36.1
				156	0(P)	—	0-	36.6
				153	0(P)	—	0-	10.3
				171	2(P)	—	0-	00.5
				131	4(P)	—	0-	01.2
				132	3(P)	—	0-	08.8
				132	2(P)	—	0-	00.2
				132	1(P)	—	0-	01.2
				132	4(P)	—	0-	01.7
				133	0(P)	—	0-	34.1
				116	1(P)	—	0-	00.2
				116	2(P)	—	0-	20.9
				114	1(P)	—	0-	12.1
				104	0(P)	—	0-	32.3
				105	3(P)	—	0-	00.2
				95	0(P)	—	0-	06.7
				115	4(P)	—	0-	15.1
				115	2(P)	—	0-	13.4
				115	1(P)	—	0-	16.6
				177	0(P)	—	0-	02.5
9.	Nagadi Sapoli	Pen	Raigad	13	0	—	1-	14.3
				26A	0	—	0-	11.1
10	Varedi	Pen	Raigad	49	A1(P)	—	-	7.3
				50	0(P)	—	-	3.2
				41	0(P)	—	-	27.3
				40	0(P)	—	-	36.9
				39	0(P)	—	-	10.1
				67	0(P)	—	-	12.6

1	2	3	4	5	6	7	8	9
10	Varedi	Pen	Raigad (Contd.)	66	0(P)	—	—	1.5
				2	0(P)	—	—	2.7
				4	1(P)	—	—	18.6
				4	2(P)	—	—	3.7
				4	3(P)	—	—	10.3
				5	3(P)	—	—	3.7
				5	2(P)	—	—	0.2
				5	1(P)	—	—	6.5
				6	1(P)	—	—	6.7
				37	8-B(P)	—	—	04.3
				37	8-A(P)	—	—	07.0
				37	4A(P)	—	—	09.6
				37	3(P)	—	—	01.5
				37	2(P)	—	—	01.2
				37	1(P)	—	—	02.0
				36	1(P)	—	—	18.7
				38	5(P)	—	—	00.5
				35	4(P)	—	—	11.6
11	Dolavi Dababa	Pen	Raigad	35	3(P)	—	0—	00.2
				35	2(P)	—	0—	03.7
				35	1(P)	—	0—	06.0
12	Khar-Dutarfa-Borli	Pen	Raigad	206	6(P)	—	0—	8.3
				206	1(P)	—	0—	8.3
				206	2(P)	—	0—	8.8
				205	1(P)	—	0—	1.0
				205	3(P)	—	0—	26.5
				205	2(P)	—	0—	1.2
				204	0(P)	—	0—	9.1
				203	0(P)	—	0—	23.2
				202	5(P)	—	0—	3.2
				202	3(P)	—	0—	6.8
				201	0(P)	—	0—	21.7
				200	2B(P)	—	0—	17.2
				196	1(P)	—	0—	12.6
				198	2(P)	—	0—	1.5
				198	1E(P)	—	0—	2.0
				198	1C(P)	—	0—	10.1
				197	5(P)	—	0—	0.5
				197	4(P)	—	0—	17.7
				192	3A(P)	—	0—	11.6
				191	1(P)	—	0—	31.6
				189	3(P)	—	0—	1.0
				189	5(P)	—	0—	16.6
				184	1A(P)	—	0—	8.6
				184	1B(P)	—	0—	3.5
13	Kopar	Pen	Raigad	49	6A(P)	}	—	12.0
				49	6B(P)		—	—
				49	7(P)	—	—	6.3
				49	8(P)	—	—	1.2
				55	1(P)	—	—	3.0
				55	2(P)	—	—	16.6
				55	3A(P)	—	—	0.2

1	2	3	4	5	6	7	8	9
13	Kopar	Pen	Raigad (contd.)	54	2A } (P)	—	—	10.1
				54	2B }	—	—	1.5
				54	5+6(P)	—	—	1.0
				57	6(P)	—	—	15.6
				58	1(P)	—	—	2.7
				59	1(P)	—	—	10.8
				59	2A(P)	—	—	13.9
				59	5(P)	—	—	18.6
				46	1(1)P }	—	—	6.3
				46	1(2)P }	—	—	3.0
				60	5(P)	—	—	5.3
				45	2(P)	—	—	3.7
				45	3(P)	—	—	4.0
				45	4(P)	—	—	10.1
				45	5(P)	—	—	6.0
				44	0(P)	—	—	1.2
				41	1A(P) }	—	—	2.5
				41	1B(P) }	—	—	11.3
				41	2(P)	—	—	1.2
				40	1(P)	—	—	0.2
				40	2(P)	—	—	17.2
				40	3(P)	—	—	7.8
				40	4A } P	—	—	8.3
				40	4B }	—	—	10.8
				40	5(P)	—	—	11.8
				40	6(P)	—	—	10.8
				33	1(P)	—	—	4.0
				33	2(P)	—	—	5.0
				32	2(P)	—	—	6.5
				32	5(P)	—	—	7.5
				32	7(P)	—	—	2.7
				14	1(P)	—	—	3.7
				14	2(1)(P)	—	—	5.0
				14	2(2)(P)	—	—	6.5
				14	3(P)	—	—	7.5
				18	1(P)	—	—	2.7
				18	2(P)	—	—	3.7
				18	3 (P)	—	—	5.0
				75	0 (P)	—	—	3.2
14	Daware	Pen	Raigad	35	1 (P)	—	—	15.1
				35	3 (P)	—	—	6.8
				35	4 (P)	—	—	0.2
				36	1 (P)	—	—	1.0
				28	2 (P)	—	—	6.5
				28	5 (P)	—	—	15.1
				27	1 (P)	—	—	9.6
				23	2 (P)	—	—	5.3
				24	1 (P)	—	—	16.9
				24	2 (P)	—	—	7.0
				24	3 (P)	—	—	6.5
				24	4 (P)	—	—	14.1
				21	1 (P)	—	—	24.2
				21	2 (P)	—	—	3.5
				21	3 (P)	—	—	4.5
				21	4 (P)	—	—	4.5
				19	1 (P)	—	—	2.2
				19	2 (P)	—	—	5.0

1	2	3	4	5	6	7	8	9
15 Johe	Pen	Raigad	27		2 (P)	—	0—	0.2
			27		4 (P)	—	0—	4.1
16 Rave	Pen	Raigad	223		A (P)	—	0—	15.6
			223		A (P)	—	0—	27.3
			223		A (P)	—	0—	25.2
			31		0 (P)	—	0—	06.0
			33		0 (P)	—	0—	10.1
			40		A (P)	—	0—	03.3
			29		0 (P)	—	0—	08.0
			28		0 (P)	—	0—	11.1
			27		0 (P)	—	0—	23.7
			26		0 (P)	—	0—	18.4
			25		0 (P)	—	0—	16.1
			2		0 (P)	—	0—	14.6
			8		0 (P)	—	0—	13.6
14 Rave	Pen	Raigad	4		0 (P)	—	0—	32.3
			5		0 (P)	—	0—	00.5
			206		2 (P)	—	0—	12.9
			206		1 (P)	—	0—	01.0
			205		3 (P)	—	0—	04.0
			205		1 (P)	—	0—	02.0
			204		3 (P)	—	0—	07.3
			204		4 (P)	—	0—	05.0
			203		6 (P)	—	0—	02.5
			203		2 (P)	—	0—	00.2
			203		4 (P)	—	0—	01.2
			203		3 (P)	—	0—	13.9
			202		3 (P)	—	0—	00.2
			225		0 (P)	—	0—	10.6

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का. आ. 2756 :—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में गांधी चिन्तेर तहसील उरण जिला रायगड से गांधी तहसील उरण जिला रायगड तक पेट्रोलियम तेल अथवा नैसर्गिक गैस अथवा एफ्लुअंट अथवा अन्य खनिज पदार्थों के परिवहन के लिए पाइप लाइन इंडियन पेट्रो-केमिकल्स कारपोरेशन लिमिटेड, महाराष्ट्र गैस क्रकर कॉम्प्लेक्स विभाग, विलेपार्ले (पश्चिम), मुंबई द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाठ्य अनुसूची में वर्णित भूमि में आयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

वर्षों की उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप समझ प्राधिकारी इंडियन पेट्रोकेमिकल्स कारपोरेशन लिमिटेड महाराष्ट्र गैस क्रकर कॉम्प्लेक्स, नागोठणा तहसील रोहा जिला रायगड को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधी व्यवसायी की मार्फत।

अनुसूची

पेट्रोलियम और खनिज पाइप (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम 1962 की धारा 3 की उपधारा (1)
अधिसूचना क्रमांक तारीख की अनुसूची

अ.नं.	गांव का नाम	तहसील	जिला	सर्वे नं.	हिस्सा नं.	ग.न.	क्षेत्र हे.	आर.
1	2	3	4	5	6	7	8	9
1. चिरनेर	उरण	रायगड		71	0 (पी)	—	0	25.8
				70	1 ए (पी)	—	0	03.8
				70	2 ए (पी)	—	0	01.5
				72	1 (पी)	—	0	12.1
				72	2 (पी)	—	0	18.9
				72	3 (पी)	—	0	02.5
				72	4 (पी)	—	0	06.3
				80	1 (पी)	—	0	01.5
				80	2+4 (पी)	—	0	06.3
				80	3 (पी)	—	0	04.5
				80	5 (पी)	—	0	01.0
				80	6 (पी)	—	0	06.0
				81	8 (पी)	—	0	07.0
				79	1 (पी)	—	0	16.4
				79	3 (पी)	—	0	11.8
				79	2 (पी)	—	0	10.6
				78	1 (पी)	—	0	04.8
				113	0 (पी)	—	0	35.4
				49 ए	(पी)	—	0	18.2
				48	1 (पी)	—	0	13.1
				48	3 (पी)	—	0	08.6
				48	2 (पी)	—	0	00.2
				47	4 (पी)	—	0	01.0
				52	1 बी (पी)	—	0	03.7
				52	2+7+8 (पी)	—	0	25.0
				53	0 (पी)	—	0	04.0
				22	0 (पी)	—	0	02.0
				54	1+2+3 ए (पी)	—	0	02.5
				54	1+2+3 बी (पी)	—	0	20.2
				54	1+2+3 सी (पी)	—	0	10.8
				54	1+2+3 डी (पी)	—	0	03.7
				57	1 ए (पी)	—	0	05.5
				57	1 बी (पी)	—	0	02.2
				57	1 सी (पी)	—	0	08.0
				85	3 (पी)	—	0	12.1
				58	2 (पी)	—	0	11.3
				59	0 (पी)	—	0	03.7
				180	3 (पी)	—	0	00.2
				179	1 (पी)	—	0	06.8
				179	3 (पी)	—	0	00.2

1	2	3	4	5	6	7	8	9
1.	चिरनेर	उरण	रायगढ़ (जारी)	178	1 (पी)	—	0	04.0
				178	2 (पी)	—	0	07.3
				178	4 (पी)	—	0	13.1
				178	6 (पी)	—	0	02.7
				178	7 (पी)	—	0	06.5
				182	4 (पी)	—	0	04.3
				182	5 (पी)	—	0	00.2
				177	3 (पी)	—	0	06.8
				177	4 (पी)	—	0	03.2
				177	6 (पी)	—	0	08.8
				177	7 (पी)	—	0	08.8
				135	2 (पी)	—	0	00.2
				136	1 बी (पी)	—	0	10.3
				136	1 सी (पी)	—	0	02.2
				126	2 (पी)	—	0	03.5
				175	2 (पी)	—	0	00.7
				175	3 (पी)	—	0	01.2
				175	4 (पी)	—	0	03.5
				175	1 (पी)	—	0	00.2
				141	1 (पी)	—	0	33.6
				141	4 (पी)	—	0	05.5
				141	5 (पी)	—	0	20.4
				142	1/2 (पी)	—	0	03.7
				142	2 (पी)	—	0	01.0
				145	9 (पी)	—	0	06.5
				209	2 (पी)	—	0	03.2
				209	4 (पी)	—	0	06.3
				209	7 (पी)	—	0	13.1
				209	5 (पी)	—	0	00.2
				209	2 (पी)	—	0	00.7
				208	3 (पी)	—	0	10.8
				208	7 (पी)	—	0	05.5
				206	1 (पी)	—	0	11.3
				206	4 (पी)	—	0	09.6
				206	6 (पी)	—	0	01.2
				207	12 (पी)	—	0	03.7
				207	13 (पी)	—	0	06.5
2.	भोम	उरण	रायगढ़	7	6 (पी)	—	0	00.7
				7	5 (पी)	—	0	00.7
				4	4 (पी)	—	0	20.2
				4	3 (पी)	—	0	04.5
				6	7 (पी)	—	0	05.5
				6	3 (पी)	—	0	04.0
				6	1 (पी)	—	0	18.9
				6	4 (पी)	—	0	00.2
				9	1 (पी)	—	0	29.0

1	2	3	4	5	6	7	8	9
2. भोम	उरण	रायगढ़ (जारी)	9	2	(पी)	—	0	02.5
			18	1	(पी)	—	0	03.7
			21	1	(पी)	—	0	03.2
3. बिखली भोम	उरण	रायगढ़	17	2	(पी)	—	0	20.4
			17	3	(पी)	—	0	06.0
			16	0	(पी)	—	0	09.8
			10	0	(पी)	—	0	22.2
			8	3	(पी)	—	0	21.2
			8	5	(पी)	—	0	13.4
			11	2	(पी)	—	0	16.6
			11	5	(पी)	—	0	00.5
			14	0	(पी)	—	0	04.0
			14	0	(पी)	—	0	14.1
			15	0	(पी)	—	0	16.3
4. हरीचन्द कोठा	उरण	रायगढ़	4	3	(पी)	—	0	05.0
			4	2	(पी)	—	0	05.3
			2	7	(पी)	—	0	02.5
			2	5	(पी)	—	0	03.2
			2	4	(पी)	—	0	06.3
			2	6	(पी)	—	0	03.0
			2	2	(पी)	—	0	03.2
			2	3	(पी)	—	0	01.7
			9	0	(पी)	—	0	01.5
5. विधाने	उरण	रायगढ़	42	0	(पी)	—	0	36.4
			36	0	(पी)	—	0	08.3
			37	0	(पी)	—	0	10.8
			14	1	(पी)	—	0	06.3
			14	8	(पी)	—	0	19.2
			48	1	(पी)	—	0	04.5
			41	0	(पी)	—	0	02.5
			14	2	(पी)	—	0	01.5
			14	4	(पी)	—	0	00.2
			14	7	(पी)	—	0	13.1
			14	6	(पी)	—	0	11.3
			14	3	(पी)	—	0	09.1
			211	0	(पी)	—	0	11.1
			7	3	(पी)	—	0	02.0
			50	0	(पी)	—	0	03.2
			51	1	(पी)	—	0	19.7
			51	3	(पी)	—	0	02.2
			56	1	(पी)	—	0	09.3
			56	2	(पी)	—	0	00.2
			57	0	(पी)	—	0	07.8
			9	4	(पी)	—	0	01.7
			9	3	(पी)	—	0	26.0
			9	5	(पी)	—	0	02.0

1	2	3	4	5	6	7	8	9
5. विधाने	उरण	रायगड़ (जारी)	9 2 (पी)	—	0—	02.2		
			9 1 (पी)	—	0—	05.5		
			8 1 (पी)	—	0—	27.8		
			8 2 (पी)	—	0—	02.5		
			12 1 (पी)	—	0—	01.5		
6. कांथवली	उरण	रायगड़	26 0 (पी)	—	0—	09.1		
			30 3ए (पी)	—	0—	02.2		
			30 3बी (पी)	—	0—	00.2		
			30 4 (पी)	—	0—	02.2		
			29 8 (पी)	—	0—	07.5		
			29 9 (पी)	—	0—	05.5		
			29 5 (पी)	—	0—	02.5		
			27 2 (पी)	—	0—	02.0		
			1 4 (पी)	—	0—	09.3		
			1 3 (पी)	—	0—	10.3		
			1 5डी (पी)	—	0—	05.8		
			1 5सी (पी)	—	0—	00.2		
			5 0 (पी)	—	0—	08.6		
			39 2 (पी)	—	0—	03.0		
			31 1बी (पी)	—	0—	07.0		
			37 0 (पी)	—	0—	19.2		
			38 0 (पी)	—	0—	09.6		
7. दिधोडे	उरण	रायगड़	33 6 (पी)	—	0—	00.2		
			35 4 (पी)	—	0—	14.4		
			35 1 (पी)	—	0—	00.5		
			35 5 (पी)	—	0—	09.8		
			35 2 (पी)	—	0—	04.3		
			35 3 (पी)	—	0—	00.2		
			34 1 (पी)	—	0—	02.2		
			34 2 (पी)	—	0—	04.8		
			34 3 (पी)	—	0—	12.6		
			34 4 (पी)	—	0—	32.1		
			108 5 (पी)	—	0—	02.7		
			108 6 (पी)	—	0—	08.8		
			108 7 (पी)	—	0—	01.7		
			108 11 (पी)	—	0—	01.2		
			108 12 (पी)	—	0—	00.2		
			108 13 (पी)	—	0—	02.5		
			109ए 2 (पी)	—	0—	00.2		
			109ए 4ए (पी)	—	0—	03.5		
			109ए 4बी (पी)	—	0—	00.5		
			109ए 4सी (पी)	—	0—	09.1		
			109ए 4-एफ (पी)	—	0—	02.7		
			108 15 (पी)	—	0—	01.5		

1	2	3	4	5	6	7	8	9
8.	बेलरेदकार बेलडेखार	उरण	रामगढ़	68	10	(पी)	—	0— 01.7
				68	11	(पी)	—	0— 08.0
				68	9	(पी)	—	0— 04.7
				68	13	(पी)	—	0— 00.5
				69	2	(पी)	—	0— 07.3
				69	1	(पी)	—	0— 09.8
				69	4	(पी)	—	0— 03.7
				70	2	(पी)	—	0— 01.0
				70	3	(पी)	—	0— 03.7
				70	6	(पी)	—	0— 08.3
				72	2	(पी)	—	0— 01.0
				72	1	(पी)	—	0— 06.8
				72	3	(पी)	—	0— 01.5
				72	4	(पी)	—	0— 05.5
				72	6	(पी)	—	0— 00.2
				72	7	(पी)	—	0— 02.7
				75	6	(पी)	—	0— 00.2
				75	7	(पी)	—	0— 05.5
				75	8	(पी)	—	0— 04.3
				75	9	(पी)	—	0— 11.1
				75	11	(पी)	—	0— 00.5
				75	12	(पी)	—	0— 06.8
				75	13	(पी)	—	0— 01.2
				76	10	(पी)	—	0— 01.0
				77	1	(पी)	—	0— 11.1
				77	6	(पी)	—	0— 05.3
				77	8	(पी)	—	0— 11.6
				77	9	(पी)	—	0— 05.3
				77	10	(पी)	—	0— 00.2
				74	10	(पी)	—	0— 09.6
				74	11	(पी)	—	0— 15.6
				83	1	(पी)	—	0— 01.0
				83	5	(पी)	—	0— 03.0
				83	6	(पी)	—	0— 13.1
				84	3	(पी)	—	0— 14.6
				91	1	(पी)	—	0— 12.1
				91	6	(पी)	—	0— 01.0
				94	1	(पी)	—	0— 01.5
				94	6	(पी)	—	0— 13.1
				93	1(1)	(पी)	—	0— 01.5
				93	1(2)	(पी)	—	0— 10.8
				93	1(3)	(पी)	—	0— 00.2
				93	1(4)	(पी)	—	0— 00.2
				93	1(5)	(पी)	—	0— 05.7
				92	3	(पी)	—	0— 05.5
				92	7	(पी)	—	0— 00.2

1	2	3	4	5	6	7	8	9
8. वेलरेडकार बेलरेडकार	उरण	रायगड़ (जारी)	93	1	(पी)	—	0—	08.8
				6				
			96	2	(पी)	—	0—	02.5
			96	1-डी	(पी)	—	0—	14.6
			96	1-डी	(पी)	—	0—	10.6
			96	37	(पी)	—	0—	08.3
			18	10	(पी)	—	0—	10.3
			18	9+6	(पी)	—	0—	00.2
			18	7	(पी)	—	0—	10.3
			18	5	(पी)	—	0—	04.5
			18	6+9	(पी)	—	0—	02.2
			18	3	(पी)	—	0—	07.5
			21	3	(पी)	—	0—	07.3
			21	2	(पी)	—	0—	07.8
			19	3	(पी)	—	0—	06.5
			19	2	(पी)	—	0—	01.2
			20	0	(पी)	—	0—	05.5
			44	6	(पी)	—	0—	06.3
			44	8	(पी)	—	0—	08.6
			44	5	(पी)	—	0—	01.0
			44	3	(पी)	—	0—	00.2
			44	7	(पी)	—	0—	01.2
			43	10	(पी)	—	0—	00.2
			43	6	(पी)	—	0—	10.1
			43	2	(पी)	—	0—	07.0
			43	1	(पी)	—	0—	01.0
			43	4	(पी)	—	0—	05.8
			35	5	(पी)	—	0—	00.2
			42	13	(पी)	—	0—	04.5
			42	12	(पी)	—	0—	04.5
			42	9	(पी)	—	0—	07.5
			42	14	(पी)	—	0—	01.5
			41	9	(पी)	—	0—	04.7
			41	4	(पी)	—	0—	05.0
			41	2	(पी)	—	0—	01.2
			41	7	(पी)	—	0—	07.0
			41	8	(पी)	—	0—	02.2
			41	6	(पी)	—	0—	01.9
			41	1	(पी)	—	0—	08.3
			40	7	(पी)	—	0—	04.0
			40	6	(पी)	—	0—	03.0
			40	3	(पी)	—	0—	09.8
			40	5	(पी)	—	0—	00.2
			40	2	(पी)	—	0—	05.3
			40	1	(पी)	—	0—	01.5
			39	5	(पी)	—	0—	01.0

1	2	3	4	5	6	7	8	9
कोली बेलेंअखार	उरण	रायगड	3	4	(पी)	—	0—	05.0
			1	2	(पी)	—	0—	17.4
			1	4	(पी)	—	0—	07.3
10. चिरले	उरण	रायगड	40	2	(पी)	—	0—	02.5
			40	4	(पी)	—	0—	10.1
			40	6ए	(पी)	—	0—	03.7
			40	6बी	(पी)	—	0—	04.3
			40	6सी	(पी)	—	0—	06.8
			40	6डी	(पी)	—	0—	00.5
			40	5	(पी)	—	0—	07.5
			42	2	(पी)	—	0—	00.2
			41	1	(पी)	—	0—	22.7
			41	6	(पी)	—	0—	01.7
			41	4	(पी)	—	0—	10.1
			41	7	(पी)	—	0—	10.1
			41	5	(पी)	—	0—	00.5
			30	6बी	(पी)	—	0—	01.5
			32	3बी	(पी)	—	0—	03.2
			32	2 + 3ए	(पी)	—	0—	07.5
			32	4	(पी)	—	0—	06.8
			31	1	(पी)	—	0—	00.2
			31	2	(पी)	—	0—	02.2
			33	2	(पी)	—	0—	00.2
			33	3	(पी)	—	0—	16.9
			27	3	(पी)	—	0—	00.2
			27	1	(पी)	—	0—	02.2
			26	1	(पी)	—	0—	07.5
			26	4	(पी)	—	0—	04.8
			26	2	(पी)	—	0—	04.0
			26	5	(पी)	—	0—	11.1
			26	7	(पी)	—	0—	02.0
			26	6	(पी)	—	0—	00.5
			25	2	(पी)	—	0—	02.2
			20	7	(पी)	—	0—	00.7
			20	1	(पी)	—	0—	05.5
			20	2	(पी)	—	0—	02.5
			21	1	(पी)	—	0—	06.3
			21	2	(पी)	—	0—	05.5
			21	4	(पी)	—	0—	02.5
			21	5	(पी)	—	0—	05.0
			8	1	(पी)	—	0—	02.2
			8	2	(पी)	—	0—	03.0
			8	5	(पी)	—	0—	05.0
			8	7 + 8	(पी)	—	0—	04.3
			8	9	(पी)	—	0—	01.0
			8	10	(पी)	—	0—	06.5

1	2	3	4	5	6	7	8	9
11 जमार्डि	गाव का नाम	तहसील	जिला	सर्वे नं.	हिस्सा नं.	गट नं.	क्षे. हे.	अक्षर
				137	3 (पी)	—	0—	02.5
				137	5 (पी)	—	0—	15.6
				137	4 (पी)	—	0—	00.7
				137	6+7 (पी)	—	0—	03.5
				138	5 बी (पी)	—	0—	02.2
				138	5 ए (पी)	—	0—	02.0
				138	6 (पी)	—	0—	06.8
				139	0 (पी)	—	0—	03.2
				135	9 (पी)	—	0—	08.6
				135	4 (पी)	—	0—	22.7
				135	1 (पी)	—	0—	03.2
				135	2 (पी)	—	0—	00.2
				133	2 (पी)	—	0—	02.5
				152	10 (पी)	—	0—	04.0
				152	7 (पी)	—	0—	06.0
				152	6 (पी)	—	0—	07.5
				152	4 (पी)	—	0—	07.3
				152	1 (पी)	—	0—	20.2
				154	0 (पी)	—	0—	00.5
				153	1 (पी)	—	0—	00.7
				153	2 (पी)	—	0—	04.0
				124	4 (पी)	—	0—	26.3
				124	1+2 (पी)	—	0—	06.5
				155	3+4 बी (पी)	—	0—	18.2
				155	3+4 ए (पी)	—	0—	02.7
				157	1 ए (पी)	—	0—	03.2
				157	1 बी (पी)	—	0—	15.1
				157	2 (पी)	—	0—	00.2
				157	1 सी (पी)	—	0—	18.4
				157	1 डी (पी)	—	0—	02.7
				158	1 (पी)	—	0—	10.1
				158	2 (पी)	—	0—	07.5
				158	3 (पी)	—	0—	02.2
				158	4 (पी)	—	0—	05.3
				158	5 (पी)	—	0—	00.7
				104	1 (पी)	—	0—	05.8
				164	4 (पी)	—	0—	05.3
				164	3 (पी)	—	0—	12.3
				164	2 (पी)	—	0—	26.3
				159	2 (पी)	—	0—	00.5
				159	1 (पी)	—	0—	01.7
				159	3 (पी)	—	0—	00.5
				185	1 (पी)	—	0—	13.9
				186	1 (पी)	—	0—	11.8
				186	2 (पी)	—	0—	02.2

1	2	3	4	5	6	7	8	9
				187	1	(पी)	—	0— 10.1
				187	2	(पी)	—	0— 12.6
				58	1	(पी)	—	0— 01.2
				59	1	(पी)	—	0— 02.5
				59	2	(पी)	—	0— 00.5
				60	5	(पी)	—	0— 02.2
				60	6	(पी)	—	0— 01.2
				67	8	(पी)	—	0— 06.5
				67	6	(पी)	—	0— 07.5
				67	5	(पी)	—	0— 04.0
				67	7	(पी)	—	0— 07.5
				67	1	(पी)	—	0— 13.1
				66	1	(पी)	—	0— 11.3
				68	0	(पी)	—	0— 06.3

ह./-

मुख्य प्राधिकारी

इंडियन पेट्रोकेमिकल्स, कॉर्पोरेशन लि.

महाराष्ट्र गैस क्रैकर कॉम्प्लेक्स

(पाइप लाईंस) नागोथाना

[सं. 34027/1/87-पी. सी.-37]

एस. के. गुप्ता, डी.ई. अधिकारी

S. O. 2756 -----Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum, oil, natural gas, effluent or any minerals from village Chirner Taluka Uran District Raigad to village Jasai Taluka Uran District Raigad in the State of Maharashtra, Pipelines should be laid through the agency of Indian Petrochemicals Corporation Limited, Maharashtra Gas Cracker Complex Division Vile Parle (W) Bombay;

And Whereas, it appears to the Central Government that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the lands described in the schedule annexed hereto;

Now, therefore in exercise of the powers conferred by Sub-Section (i) of Section 3 of the Petroleum

and Minerals Pipe Lines (Acquisition of right or use in Land) Act, 1962 (50 of 1962), the Central Government hereby notify their intention to acquire the right of user in the lands referred to in the schedule;

Any person interested in the said lands having any objection for laying the pipelines through the said lands may prefer an objection within 21 days from the date of the notification to the Competent Authority, Indian Petrochemicals Corporation Limited, Maharashtra Gas Cracker Complex Division, Na. gothane, Tahsil Roha District Raigad.

And every person making such an objection shall state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Schedule to Notification under Section 3(1) of the Petroleum and Minerals Pipe Lines (Acquisition of Right of user in land) Act, 1962

Sr. No.	Name of the Village	Tahsil	District	Survey No. New	Hissa No.	Gat No.	Area	
							H	R.
1	2	3	4	5	6	7	8	9
1.	Chirner	Uran	Raigad	71	0 (P)	—	0	25.8
				70	1A (P)	—	0	03.8
				70	2A (P)	—	0	01.5

1	2	3	4	5	6	7	8	9
Chirner		Uran	Raigad	72	1 (P)	---	0	12.1
				72	2 (P)	---	0	18.9
				72	3 (P)	---	0	02.5
				72	4 (P)	---	0	06.3
				80	1 (P)	---	0	01.5
				80	2+4 (P)	---	0	06.3
				80	3 (P)	---	0	04.5
				80	5 (P)	---	0	01.0
				80	6 (P)	---	0	06.0
				81	8 (P)	---	0	07.0
				79	1 (P)	---	0	16.4
				79	3 (P)	---	0	11.8
				79	2 (P)	---	0	10.6
				78	1 (P)	---	0	04.8
				113	0 (P)	---	0	35.4
				49A	(P)	---	0	18.2
				48	1 (P)	---	0	13.1
				48	3 (P)	---	0	08.6
				48	2 (P)	---	0	00.2
				47	4 (P)	---	0	01.0
				52	1B (P)	---	0	03.7
				52	2+7+8 (P)	---	0	25.0
				53	0 (P)	---	0	04.0
				22	0 (P)	---	0	02.0
				54	1+2+3A (P)	---	0	02.5
				54	1+2+3B (P)	---	0	20.2
				54	1+2+3C (P)	---	0	10.8
				54	1+2+3E (P)	---	0	03.7
				57	1.A (P)	---	0	05.5
				57	1.B (P)	---	0	02.2
				57	1.C (P)	---	0	08.0
				85	3 (P)	---	0	12.1
				58	2 (P)	---	0	11.3
				59	0 (P)	---	0	3.07
				180	3 (P)	---	0	00.2
				179	1 (P)	---	0	06.8
				179	3 (P)	---	0	00.2
				178	1 (P)	---	0	04.0
				178	2 (P)	---	0	07.3
				178	4 (P)	---	0	13.1
				178	6 (P)	---	0	02.7
				178	7 (P)	---	0	06.5
				182	4 (P)	---	0	04.3
				182	5 (P)	---	0	00.2
				177	3 (P)	---	0	06.8
				177	4 (P)	---	0	03.2
				177	6 (P)	---	0	08.8
				177	7 (P)	---	0	08.8
				135	2 (P)	---	0	00.2
				136	1B (P)	---	0	10.3
				136	1C (P)	---	0	02.2
				126	2 (P)	---	0	03.5
				175	2 (P)	---	0	00.7
				175	3 (P)	---	0	01.2
				175	4 (P)	---	0	03.5

1	2	3	4	5	6	7	8	9
Chirner	Uran	Raigad		175	1 (P)	—	0	00.2
				141	1 (P)	—	0	33.6
				141	4 (P)	—	0	05.5
				141	5 (P)	—	0	20.4
				142	1/2 (P)	—	0	03.7
				142	2 (P)	—	0	01.0
				145	9 (P)	—	0	06.5
				209	2 (P)	—	0	03.2
				209	4 (P)	—	0	06.3
				209	7 (P)	—	0	13.1
				209	5 (P)	—	0	00.2
				208	2 (P)	—	0	00.7
				208	3 (P)	—	0	10.8
				208	7 (P)	—	0	05.5
				206	1 (P)	—	0	11.3
				206	4 (P)	—	0	09.6
				206	6 (P)	—	0	01.2
				207	12 (P)	—	0	03.7
				207	3 (P)	—	0	06.5
2. Bhom	Uran	Raigad		7	6 (P)	—	0	00.7
				7	5 (P)	—	0	0.7
				4	4 (P)	—	0	20.2
				4	3 (P)	—	0	4.5
				6	7 (P)	—	0	5.5
				6	3 (P)	—	0	4.0
				6	(P)	—	0	18.9
				6	4 (P)	—	0	00.2
				9	1 (P)	—	0	29.0
				9	2 (P)	—	0	02.5
				18	1 (P)	—	0	03.7
				21	1 (P)	—	0	03.2
3. Chikhali Bhom	Uran	Raigad		17	2 (P)	—	0	20.4
				17	3 (P)	—	0	06.0
				16	0 (P)	—	0	09.8
				10	0 (P)	—	0	22.2
				8	2 (P)	—	0	21.2
				8	5 (P)	—	0	13.4
				11	2 (P)	—	0	16.6
				11	5 (P)	—	0	00.5
				14	0 (P)	—	0	04.0
				14	0 (P)	—	0	14.1
				15	(P)	—	0	16.3
4. Harishchandra Kotha	Uran	Raigad		4	3 (P)	—	0	05.6
				4	2 (P)	—	0	05.3
				2	7 (P)	—	0	02.5
				2	5 (P)	—	0	03.2
				2	4 (P)	—	0	06.3
				2	6 (P)	—	0	03.0
				2	2 (P)	—	0	03.2
				2	3 (P)	—	0	01.7
				9	0 (P)	—	0	01.5

1	2	3	4	5	6	7	8	9
5. Vindhane	Uran	Raigad	42	0 (P)	—	—	—	36.4
			36	0 (P)	—	—	0	08.3
			37	0 (P)	—	—	0	10.8
			14	1 (P)	—	—	0	06.3
			14	8 (P)	—	—	0	19.2
			48	1 (P)	—	—	0	04.5
			41	0 (P)	—	—	0	02.5
			14	2 (P)	—	—	0	01.5
			14	4 (P)	—	—	0	00.2
			14	7 (P)	—	—	0	13.1
			14	6 (P)	—	—	0	11.3
			14	3 (P)	—	—	0	09.1
			211	0 (P)	—	—	0	11.1
			7	3 (P)	—	—	0	02.0
			50	0 (P)	—	—	0	03.2
			51	1 (P)	—	—	0	19.7
			51	3 (P)	—	—	0	02.2
			56	1 (P)	—	—	0	09.3
			56	2 (P)	—	—	0	00.2
			57	0 (P)	—	—	0	07.8
			9	4 (P)	—	—	0	01.7
			9	3 (P)	—	—	0	26.0
			9	5 (P)	—	—	0	02.0
			9	2 (P)	—	—	0	02.2
			9	1 (P)	—	—	0	05.5
			8	1 (P)	—	—	0	27.8
			8	2 (P)	—	—	0	02.5
			12	1 (P)	—	—	0	01.5
6. Kanthavali	Uran	Raigad	26	0 (P)	—	—	0	09.1
			30	3A (P)	—	—	0	02.2
			30	3B (P)	—	—	0	00.2
			30	4 (P)	—	—	0	02.2
			29	8 (P)	—	—	0	07.5
			29	9 (P)	—	—	0	05.5
			29	5 (P)	—	—	0	02.5
			27	2 (P)	—	—	0	02.0
			1	4 (P)	—	—	0	09.3
			1	3 (P)	—	—	0	10.3
			1	5D (P)	—	—	0	05.8
			1	5C (P)	—	—	0	00.2
			5	0 (P)	—	—	0	08.6
			39	2 (P)	—	—	0	03.0
			31	1B (P)	—	—	0	07.0
			37	0 (P)	—	—	0	19.2
			38	0 (P)	—	—	0	09.6
7. Dighode	Uran	Raigad	33	6 (P)	—	—	0	00.2
			35	4 (P)	—	—	0	14.4
			35	1 (P)	—	—	0	00.5
			35	5 (P)	—	—	0	09.8
			35	2 (P)	—	—	0	04.3
			35	3 (P)	—	—	0	00.2
			34	1 (P)	—	—	0	02.2
			34	2 (P)	—	—	0	04.8
			34	3 (P)	—	—	0	12.6

1	2	3	4	5	6	7	8	9
				34	4 (P)	—	0	32.1
				108	5 (P)	—	0	02.7
				108	6 (P)	—	0	08.8
				108	7 (P)	—	0	01.7
				108	11 (P)	—	0	01.2
				108	12 (P)	—	0	00.2
				108	13 (P)	—	0	02.5
				109A	2 (P)	—	0	00.2
				109A	4A (P)	—	0	03.5
				109A	4B (P)	—	0	00.5
				109A	4-C (P)	—	0	09.1
				109A	4-F (P)	—	0	02.7
				108	15 (P)	—	0	01.5
8. Belonda khar	Uran	Raigad		68	10 (P)	—	0—	01.7
				68	11 (P)	—	0—	08.0
				68	9 (P)	—	0—	04.7
				68	13 (P)	—	0—	00.5
				69	2 (P)	—	0—	07.3
				69	1 (P)	—	0—	09.8
				69	4 (P)	—	0—	03.7
				70	2 (P)	—	0—	01.0
				70	3 (P)	—	0—	03.7
				70	6 (P)	—	0—	08.3
				72	2 (P)	—	0—	01.0
				72	1 (P)	—	0—	06.8
				72	3 (P)	—	0—	01.5
				72	4 (P)	—	0—	05.5
				72	6 (P)	—	0—	00.2
				72	7 (P)	—	0—	02.7
				75	6 (P)	—	0—	00.2
				75	7 (P)	—	0—	05.5
				75	8 (P)	—	0—	04.3
				75	9 (P)	—	0—	11.1
				75	11 (P)	—	0—	00.5
				75	12 (P)	—	0—	06.8
				75	13 (P)	—	0—	01.2
				76	10 (P)	—	0—	01.0
				77	1 (P)	—	0—	11.1
				77	6 (P)	—	0—	05.3
				77	8 (P)	—	0—	11.6
				77	9 (P)	—	0—	05.3
				77	10 (P)	—	0—	00.2
				74	10 (P)	—	0—	09.6
				74	11 (P)	—	0—	15.6
				83	1 (P)	—	0—	01.0
				83	5 (P)	—	0—	03.0
				83	6 (P)	—	0—	13.1
				84	3 (P)	—	0—	14.6
				91	1 (P)	—	0—	12.1
				91	6 (P)	—	0—	01.0
				94	1 (P)	—	0—	01.5
				94	6 (P)	—	0—	13.1
				93	1(1)(P)	—	0—	01.5
				93	1(2)(P)	—	0—	10.8
				93	1(3)(P)	—	0—	00.2
				93	1(4)(P)	—	0—	00.2

1	2	3	4	5	6	7	8	9
8. Belondakhar	Uran	Raigad	93	1(5)(P)	—	0—	05.7	
			92	3(P)	—	0—	05.5	
			92	7(P)	—	0—	00.2	
			93	1(P)	—	0—	08.8	
				6				
			96	2(P)	—	0—	02.5	
			96	1-B (P)	—	0—	14.6	
			96	1-D (P)	—	0—	10.6	
			96	3A (P)	—	0—	08.3	
			18	10 (P)	—	0—	10.3	
			18	9+ 6 (P)	—	0—	00.2	
			18	7 (P)	—	0—	10.3	
			18	5 (P)	—	0—	04.5	
			18	6+ 9 (P)	—	0—	02.2	
			18	3 (P)	—	0—	07.5	
			21	3 (P)	—	0—	07.3	
			21	2 (P)	—	0—	07.8	
			19	3 (P)	—	0—	06.5	
			19	2 (P)	—	0—	01.2	
			20	0 (P)	—	0—	05.5	
			44	6 (P)	—	0—	06.3	
			44	8 (P)	—	0—	08.6	
			44	5 (P)	—	0—	01.0	
			44	3 (P)	—	0—	00.2	
			44	7 (P)	—	0—	01.2	
			43	10 (P)	—	0—	00.2	
			43	6 (P)	—	0—	10.1	
			43	2 (P)	—	0—	07.0	
			43	1 (P)	—	0—	01.0	
			43	4 (P)	—	0—	05.8	
			35	5 (P)	—	0—	00.2	
			42	13 (P)	—		04.5	
			42	12 (P)	—	0—	04.5	
			42	9 (P)	—	0—	07.5	
			42	14 (P)	—	0—	01.5	
			41	9 (P)	—	0—	04.7	
			41	4 (P)	—	0—	05.0	
			41	2 (P)	—	0—	01.2	
			41	7 (P)	—	0—	07.0	
			41	8 (P)	—	0—	02.2	
			41	6 (P)	—	0—	01.0	
			41	1 (P)	—	0—	08.3	
			40	7 (P)	—	0—	04.0	
			40	6 (P)	—	0—	03.0	
			40	3 (P)	—	0—	09.8	
			40	5 (P)	—	0—	00.2	
			40	2 (P)	—	0—	05.3	
			40	1 (P)	—	0—	01.5	
			39	5 (P)	—	0—	01.0	
9. Kauli Belondakhar	Uran	Raigad	3	4 (P)	—	0—	05.0	
			1	2 (P)	—	0—	17.4	
			1	4 (P)	—	0—	07.3	

1	2	3	4	5	6	7	8	9		
10. Chirle	Uran	Raigad	40	2 (P)	—	0—	02.5			
			40	4 (P)	—	0—	10.1			
			40	6A (P)	—	0—	03.7			
			40	6B (P)	—	0—	04.3			
			40	6C (P)	—	0—	06.8			
			40	6D (P)	—	0—	00.5			
			40	5 (P)	—	0—	07.5			
			42	2 (P)	—	0—	00.2			
			41	1 (P)	—	0—	22.7			
			41	6 (P)	—	0—	01.7			
			41	4 (P)	—	0—	10.1			
			41	7 (P)	—	0—	10.1			
			41	5 (P)	—	0—	00.5			
			30	6B (P)	—	0—	01.5			
			32	3B (P)	—	0—	03.2			
			32	2+3A (P)	—	0—	07.5			
			32	4 (P)	—	0—	06.8			
			31	1 (P)	—	0—	00.2			
			31	2 (P)	—	0—	02.2			
			33	2 (P)	—	0—	00.2			
			33	3 (P)	—	0—	16.9			
			27	3 (P)	—	0—	00.2			
			27	1 (P)	—	0—	02.0			
			26	1 (P)	—	0—	07.5			
			26	4 (P)	—	0—	04.8			
			26	2 (P)	—	0—	04.8			
			26	5 (P)	—	0—	4.1			
			26	' (P)	—	0—	02.0			
			26	6 (P)	—	0—	00.5			
			25	2 (P)	—	0—	02.2			
			20	7 (P)	—	0—	00.7			
			20	1 (P)	—	0—	05.5			
			21	2 (P)	—	0—	02.5			
			21	1 (P)	—	0—	06.3			
			21	2 (P)	—	0—	05.5			
			21	4 (P)	—	0—	02.5			
			8	1 (P)	—	0—	02.2			
			8	2 (P)	—	0—	03.0			
			8	5 (P)	—	0—	05.0			
			8	7+8 (P)	—	0—	04.3			
			8	9 (P)	—	0—	01.0			
			8	10 (P)	—	0—	06.5			
			11. Jasai	Uran	Raigad	137	3 (P)	—	0—	02.5
						137	5 (P)	—	0—	15.6
						137	4 (P)	—	0—	00.7
						137	6+7 (P)	—	0—	03.5
138	5B (P)	—				0—	02.1			
138	5A (P)	—				0—	02.0			
138	6 (P)	—				0—	06.8			
139	0 (P)	—				0—	03.2			
135	9 (P)	—				0—	08.6			
135	4 (P)	—				0—	22.7			
135	1 (P)	—				0—	03.2			
135	2 (P)	—				0—	00.2			

1	2	3	4	5	6	4	8	9
				133	2 (P)	—	0—	02.5
				152	10 (P)	—	0—	04.0
				152	7 (P)	—	0—	06.0
				152	6 (P)	—	0—	07.5
				152	4 (P)	—	0—	07.3
				152	1 (P)	—	0—	20.2
				154	0 (P)	—	0—	00.5
				153	1 (P)	—	0—	00.4
				153	2 (P)	—	0—	04.0
				124	4 (P)	—	0—	26.3
				124	1+2 (P)	—	0—	06.5
				155	3+4 B (P)	—	0—	18.2
				155	3+4A	—	0—	02.7
					(P)			
				157	1A (P)	—	0—	03.2
				157	1B (P)	—	0—	15.1
				157	2 (P)	—	0—	00.2
				157	1C (P)	—	0—	18.4
				157	1D (P)	—	0—	02.4
				158	1 (P)	—	0—	10.1
				158	2 (P)	—	0—	04.5
				158	3 (P)	—	0—	02.2
				158	3 (P)	—	0—	05.3
				158	5 (P)	—	0—	00.4
11. Jasai	Uran	Raigad	164	1 (P)		—	0—	05.8
			164	4 (P)		—	0—	05.3
			164	3 (P)		—	0—	12.3
			164	2 (P)		—	0—	26.3
			159	2 (P)		—	0—	00.5
			159	1 (P)		—	0—	01.7
			159	3 (P)		—	0—	00.5
			185	1 (P)		—	0—	13.9
			186	1 (P)		—	0—	11.8
			186	2 (P)		—	0—	02.2
			187	1 (P)		—	0—	10.1
			187	2 (P)		—	0—	12.6
			58	1 (P)		—	0—	01.2
			59	1 (P)		—	0—	02.5
			59	2 (P)		—	0—	00.5
			60	5 (P)		—	0—	02.2
			60	6 (P)		—	0—	01.2
			67	8 (P)		—	0—	06.5
			67	6 (P)		—	0—	07.5
			67	5 (P)		—	0—	04.0
			67	7 (P)		—	0—	07.5
			67	1 (P)		—	0—	13.1
			66	1 (P)		—	0—	11.3
			68	0 (P)		—	0—	06.3

ऊर्जा मंत्रालय
(कोयला विभाग)

नई दिल्ली, 11 सितम्बर, 1987

का.आ. 2757.—यह अधिसूचित किया जाता है कि कोयला खान (राष्ट्रीयकरण) अधिनियम, 1973 (1973 का 26) की धारा 17 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. का.आ. 1546, तारीख 2 जून, 1987 को अधिक्रान्त करते हुए, केन्द्रीय सरकार ने श्री एस.एन. विश्वास आई.ए.एस. (बी.एच. 66) को 21 मई, 1987 के पूर्वाह्न से 16 मार्च, 1991 तक या अगला आदेश होने तक, इनमें से जो भी पूर्वतर हो, उक्त अधिनियम द्वारा या उसके अधीन संदाय आयुक्त को समनुदिष्ट कृत्यों के निष्पादन के प्रयोजन के लिए संदाय आयुक्त नियुक्त किया है।

[सं. ए-12022/6/86-सी ए/ए डी एम I(ii)]

MINISTRY OF ENERGY
(Department of Coal)

New Delhi, the 11th September, 1987

S.O. 2757.—It is hereby notified that in exercise of the powers conferred by sub-section (1) of section 17 of the Coal Mines (Nationalisation) Act, 1973 (26 of 1973) and in supersession of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 1546, dated the 2nd June, 1987, the Central Government has appointed Shri S. N. Biswas, IAS (BH : 66) as Commissioner of Payments for the purpose of performing the functions assigned to the Commissioner of Payment by or under the said Act, with effect from the forenoon of 21st May, 1987 to 16th March, 1991, or until further orders whichever is earlier.

[No. A-12022/6/86-CA/ADM. I(ii)]

का.आ. 2758.—यह अधिसूचित किया जाता है कि कोककारी कोयला खान (राष्ट्रीयकरण) अधिनियम, 1972 (1972 का 36) की धारा 20 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. का.आ. 1546, तारीख 2 जून, 1987 को अधिक्रान्त करते हुए, केन्द्रीय सरकार ने श्री एस.एन. विश्वास, आई.ए.एस. (बी.एच. 66) को 22 मई, 1987 के पूर्वाह्न से 16 मार्च, 1991 तक या अगला आदेश होने तक, इनमें से जो भी पूर्वतर हो, उक्त अधिनियम द्वारा या उसके अधीन संदाय

आयुक्त को समनुदिष्ट कृत्यों के निष्पादन के प्रयोजन के लिए संदाय आयुक्त नियुक्त किया है।

[सं. ए. 12022/6/86-सीए/एडी एम I (i)]

रमेश कुमार, निदेशक

S.O. 2758.—It is hereby notified that in exercise of the powers conferred by sub-section (1) of section 20 of the Coking Coal Mines (Nationalisation) Act, 1972 (36 of 1972), and in supersession of the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 1546, dated the 2nd June, 1987, the Central Government has appointed Shri S. N. Biswas, IAS (BH : 66) as Commissioner of Payments for the purpose of performing the functions assigned to the Commissioner of Payments by or under the said Act, with effect from the forenoon of 21st May, 1987 to the 16th March, 1991, or until further orders whichever is earlier.

[No. A-12022/6/86-CA/ADM. I(i)]
RAMESH KUMAR, Director

नई दिल्ली, 14 सितम्बर, 1987

का. आ. 2759.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपावद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है,

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. सी-1 (ई)/III जे जे आर/391/0587, तारीख 19 अप्रैल, 1987 का निरीक्षण वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल एस्टेट, सिविल लाइन्स, नागपुर-440001 (महाराष्ट्र) के कार्यालय में या कलक्टर, चन्द्रापुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितवद्ध सभी व्यक्ति, उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को, इस अधिसूचना के प्रकाशन की तारीख से नब्बे दिन के भीतर, राजस्व अधिकारी वेस्टर्न कोलफील्ड्स लिमिटेड, कोल एस्टेट सिविल लाइन्स, नागपुर-440001 को भेजेगें।

अनुसूची

बारंज ब्लॉक

वणि क्षेत्र

च

क्र. सं.	ग्राम क.	व्यां	च	व्यां	व्यां	व्यां
1	2	3	4	5	6	7
1.	चक बारंज	25	भद्रावती	चन्द्रापुर	464.11	पूर्ण
2.	बारंज मोकासा	6	भद्रावती	चन्द्रापुर	671.55	पूर्ण

1	2	3	4	5	6	7
3.	कधोली	6	भद्रावती	चन्द्रापुर	163.32	भाग
4.	सोमनाला रिड	6	भद्रावती	चन्द्रापुर	210.62	भाग
5.	किलोनी	6	भद्रावती	चन्द्रापुर	205.81	पूर्ण
6.	हरदाला	7	भद्रावती	चन्द्रापुर	313.56	पूर्ण
7.	जैना न्यूनी	8	भद्रावती	चन्द्रापुर	135.00	भाग
8.	बेलांग मट्टे	7	भद्रावती	चन्द्रापुर	391.15	पूर्ण
9.	तकली	7	भद्रावती	चन्द्रापुर	289.00	पूर्ण
10.	गोवारदीप	8	भद्रावती	चन्द्रापुर	43.96	पूर्ण
11.	पनवडाला	7	भद्रावती	चन्द्रापुर	27.00	भाग

कुल क्षेत्र 2915.28 हेक्टर (लगभग)

या 7203.94 एकड़ (लगभग)

सीमा वर्णन :

क - ख रेखा बिन्दु "क" से आरम्भ होती है और ग्राम हरदाल, कधोली, बारंज मोकासा, ग्रामों की बाहरी सीमा के साथ साथ जाती है और बिन्दु "ख" पर मिलती है।

ख-ग-घ-ङ रेखा चक बारंज और बारंज मोकासा ग्रामों की बाहरी सीमा के साथ-साथ जाती है और बिन्दु "ङ" पर मिलती है।
 ड - च रेखा सोमनाला रिड और जैना न्यूनी ग्रामों से होकर जाती है और बिन्दु "च" पर मिलती है।

ग-छ रेखा गोवारदीप ग्राम की बाहरी सीमा के साथ-साथ जाती है और फिर पनवडाला ग्राम से होकर जाती है और बिन्दु "छ" पर मिलती है।

छ - क रेखा पनवडाला से होकर जाती है और फिर तकली और हरदाला ग्रामों की बाहरी सीमा के साथ साथ जाती है और आरम्भ बिन्दु "क" पर मिलती है।

[सं० 43015/12/87-सो०ए०]

New Delhi, the 14th, September, 1987

S.O. 2759. —Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing No. C-1(B)/III/JJR/391/0537 dated the 19th April, 1987 of the area covered by this notification can be inspected at the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-44001 Maharashtra, or at the Office of the Collector, Chandrapur (Maharashtra), or at the office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440001, within ninety days from the date of publication of this notification.

SCHEDULE
 BARANJ BLOCK
 WANI AREA

District Chandrapur (Maharashtra)

Serial No.	Name of the village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1	2	3	4	5	6	7
1.	Chak Baranj	25	Bhadravati	Chandrapur	464.11	Full
2.	Baranj Mokasa	6	Bhadravati	Chandrapur	671.55	Full
3.	Kadholi	6	Bhadravati	Chandrapur	163.62	Part
4.	Somnala Rich	6	Bhadravati	Chandrapur	210.62	Part
5.	Kiloni	6	Bhadravati	Chandrapur	205.81	Full

1	2	3	4	5	6	7
6.	Hardala	7	Bhadravati	Chandrapur	313.46	Full.
7.	Jena Neuli	8	Bhadravati	Chandrapur	135.00	Part.
8.	Belora Matto	7	Bhadravati	Chandrapur	391.15	Full.
9.	Takli	7	Bhadravati	Chandrapur	289.00	Full.
10.	Gowardip	8	Bhadravati	Chandrapur	43.96	Full.
11.	Panwadala	7	Bhadravati	Chandrapur	27.00	Part.
Total=					2915.28 hectares (approximately)	
					or	
					7203.94 acres (approximately)	

Boundary Description :

- A—B Line starts from point 'A' and passes along the outer boundary of villages Hardala, Kadholi, Baranj Mokasa and meets at point 'B'.
- B—C—D—E Line passes along the outer boundary of villages Chak Baranj and Baranj Mokasa and meets at point 'E'.
- E—F Line passes through villages Somnala Rith and Jena-Neuli and meets at point 'F'.
- F—G Line passes along the outer boundary of village Gowardip, then proceeds through village Panwadala and meets at point 'G'.
- G—A Line passes through village Panwadala then proceeds along the outer boundary of villages Takli and Hardala and meets at starting point 'A'.

[No. 43015/12/87-CA]
SAMAY SINGH, Under Secy.

शुद्धिपत्र

का. आ. 2760—भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 25 फरवरी, 1987 के पृष्ठ 1 से 3 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. का. आ. 120 (अ), तारीख 25 फरवरी, 1987 में, पृष्ठ 2 पर —

(i) पंक्ति 10 में “या ऐसे” के स्थान पर “या ऐसी” पढ़ें।

(ii) अनुसूची के स्तम्भ “ग्राम का नाम” के नीचे क्रम सं. 5 के सामने “बोड़गांव” शब्द के स्थान पर और अन्यत्र भी जहां-जहां “बोड़गांव” शब्द आता है “बोरगांव” शब्द पढ़ें।

पृष्ठ 3 पर सीमा वर्णन शीर्षक के नीचे,—

(i) “ख-ग” में “41 से 50” के स्थान पर “41 और 50” पढ़ें।

(ii) “च-छ” में “29/1क-29/1ख-29/1ग-29/2-29/3, 20/3” के स्थान पर “29/1क/29/1ख-29/1ग-29/2-29/3” पढ़ें।

(iii) “छ-ज” में, “अहेरी से गुजरती है” के स्थान पर “अहेरी से” पढ़ें।

[सं. 43015 (4)/87-सी ए]
समय सिंह, अवर सचिव

संस्कृति विभाग

(भारतीय पुरातत्व सर्वेक्षण)

नई दिल्ली, 24 सितंबर, 1987

(पुरातत्व)

का. आ. 2761—केन्द्रीय सरकार, प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 36 के अनुसरण में, भूतपूर्व संयुक्त प्रांत में लोक निर्माण विभाग, भवन और सड़क शाखा

सं. 3119/एम/367, तारीख 23 नवंबर, 1909 में निम्न-लिखित शुद्धि करती है, अर्थात् :—

उक्त अधिसूचना में, “कालसी में अशोक स्तम्भ” शब्दों के स्थान पर “कालसी में अशोक शिलालेख” शब्द रखे जाएंगे।

[सं. 3/3/84-एम]

DEPARTMENT OF CULTURE

(Archaeological Survey of India)

New Delhi, the 24th September, 1987

(ARCHAEOLOGY)

S.O. 2761.—In pursuance of Section 36 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby makes the following correction in the notification of the erstwhile United Province in the Public Works Department, Buildings and Roads Branch No. 3119-M/367, dated the 23rd November, 1909, namely :—

In the said notification for the words “Asoka Pillar at Kalsi” the Words “Asoka Rock Edict at Kalsi”, shall be substituted.

[No. 3/3/84-M]

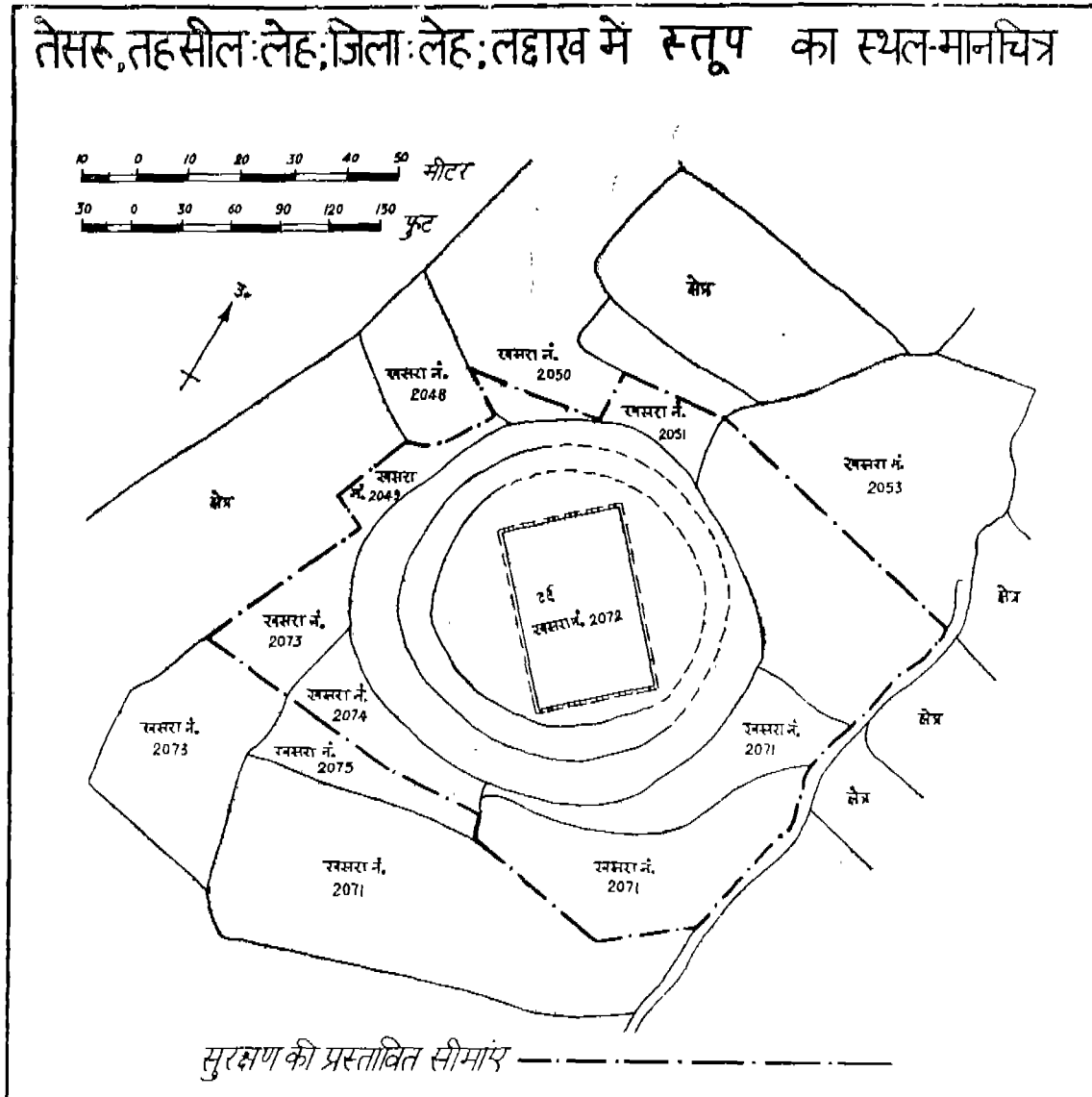
का. आ. 2762 :—केन्द्रीय सरकार की राय है कि इससे उपावद्ध अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक राष्ट्रीय महत्व का है;

अतः अब केन्द्रीय सरकार, प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और संस्कृति विभाग, भारतीय पुरातत्व सर्वेक्षण की अधिसूचना सं. का. आ. 3186 तारीख 21 अक्टूबर, 1980 को अधिक्रान्त करते हुए उक्त प्राचीन संस्मारक को राष्ट्रीय महत्व का घोषित करने के अपने आशय की सूचना देती है।

उक्त संस्मारक से हितबद्ध किसी व्यक्ति से दो मास की अवधि के भीतर प्राप्त किसी आक्षेप पर केन्द्रीय सरकार विचार करेगी।

अनुसूची

राज्य	ज़िला	तहसील	परिशिष्ट	संस्मारक का नाम	संरक्षण के अधीन मम्मिलित किया जाने वाला राजस्व प्लॉट संख्यांक
1	2	3	4	5	6
जम्मू कश्मीर	लेह	लेह	शेस्ताग ग्राम	तिसेरू का स्तूप	तीचे प्रस्तुत स्थल मानचित्र में दर्शाए गए के अनुसार सर्वेक्षण प्लॉट सं. 2049, 2050, 2051, 2071, 2072, 2074, सर्वेक्षण प्लॉट सं. 2053 और 2073 के अंश
क्षेत्र	सीमा	स्वामित्व	टिप्पणियाँ		
7	8	9	10		
0.7945 हैक्टेयर	उत्तर : सर्वेक्षण प्राप्त सं. 2053 का शेषभाग पूर्व : असेर्वेक्षित मैदान दक्षिण : सर्वेक्षण प्राप्त सं. 2075 और सर्वेक्षण प्राप्त सं. 2073 का शेष भाग तथा असेर्वेक्षित क्षेत्र पश्चिम : सर्वेक्षण प्राप्त सं. 2048 और असेर्वेक्षित क्षेत्र	नीची	धार्मिक अभिषेक में नहीं		



[सं. 2/2/86-एम.]

आर. सी. त्रिपाठी, महानिदेशक और संयुक्त सचिव

S.O. 2762.—Whereas the Central Government is of opinion that the ancient monument specified in the Schedule annexed hereto is of national importance;

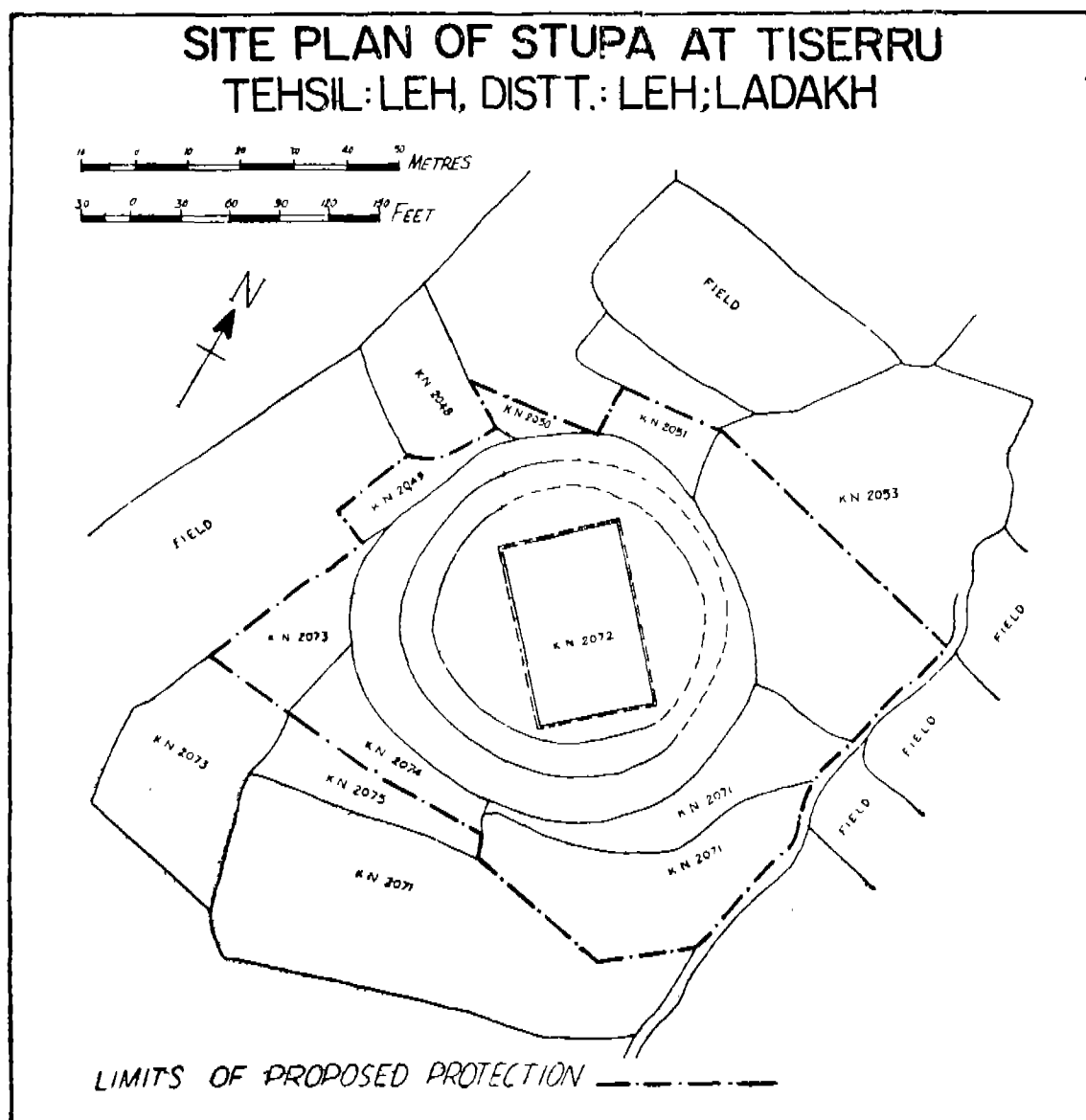
Now, therefore, in exercise of the powers conferred by sub-section (i) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), and in supersession of the notification of the Department of

Culture, Archaeological Survey of India dated 21st October, 1980, the Central Government gives notice of its intention to declare the said ancient monument to be of national importance.

Any objection which may be received from any person interested in the said monument within a period of two months so specified, will be considered by the Central Government.

SCHEDULE

State	District	Tehsil	Locality	Name of monument	Revenue plot numbers to be included under protection	Area	Boundaries	ownership	Remarks
1	2	3	4	5	6	7	8	9	10
Jammu and Kashmir	Leh	Leh	Village Shestang	Stupa Tiserru	Survey plot Nos. 2049, 2050, 2051, 2071, 2072, 2074, part of survey plot Nos. 2053 and 2073 as shown on the site plan reproduced below	0.7945 hectares	North : Remaining portion of Survey plot No. 2053 East : Unsurveyed fields. South : Survey plot Nos. 2075 and remaining portion of survey plot No. 2073 and unsurveyed area. West : Survey plot No. 2048 and unsurveyed area.	Private	Not in religious use



शहरी विकास मंत्रालय

नई दिल्ली, 22 सितम्बर, 1987

का. आ. 2763.—दिल्ली नगर कला आयोग अधिनियम, 1973 (1974 का पहला) की धारा 5 की उपधारा 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा भारत सरकार निर्माण और आवास मंत्रालय के दिनांक 11-8-84 के का. आ. संख्या 2575 की अधिसूचना के अनुक्रम में केन्द्रीय सरकार श्री आर. एल. परदीप को 24-7-87 से तीन वर्ष की अवधि के लिए दिल्ली नगर कला आयोग के अंशकालिक सदस्य के रूप में एतद्वारा पुनः नियुक्त करती है।

[सं. ए-11013/4/84-डी.डी V बी]
हरजीत सिंह, निदेशक (दिल्ली प्रभाग)

MINISTRY OF URBAN DEVELOPMENT

New Delhi, the 22nd September, 1987

S.O. 2763.—In exercise of the powers conferred by sub-section 2 of Section 5 of the Delhi Urban Art Commission Act, 1973 (1 of 1974) and in continuation of the notification of the Government of India, Ministry of Works and Housing No. S.O. 2575 dated the 11th August, 1984, the Central Government hereby re-appoints Sh. R. L. Pardeep, as part-time Member of Delhi Urban Art Commission for a period of three years with effect from 24th July, 1987.

[No. A-11013/4/84-DDVB]
HARJIT SINGH, Director (DD)

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 21 सितम्बर, 1987

का.आ. 2764.—राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (2) और (4) के अनुसरण में रेल मंत्रालय (रेलवे बोर्ड) पश्चिम रेलवे के निम्नलिखित कार्यालयों को, जहाँ के कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करता है:—

1. मंडल रेल प्रबन्धक कार्यालय, बड़ोदरा

2. स्टेशन अधीक्षक कार्यालय, राजकोट

[संख्या हिन्दी-87/राभा. 1/12/2]
एस.एम. वैश, सचिव, रेलवे बोर्ड
भारत सरकार के पदेन संयुक्त सचिव

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 21st September, 1987

SO. 2764.—In pursuance of sub-rule (2) and (4) of Rule 10 of the Official Languages (Use for the Official Pur-

poses of the Union) Rules, 1976, the Ministry of Railways (Railway Board), hereby notify the following offices of Western Railway where the staff have acquired the working knowledge of Hindi :—

1. Divisional Railway Manager, Vadodara.
2. Station Superintendent, Rajkot.

[No. Hindi-87/OL-I/12/2]

S. M. VAISH, Secy., Railway Board &
Ex-officio Jt. Secy.
to the Govt. of India

संचार मंत्रालय

(दूरसंचार विभाग)

नई दिल्ली 29 सितम्बर, 1987

का. आ. 2765.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार माहनिदेशक, दूरसंचार विभाग ने जटवाड टेलीफोन केन्द्र हरियाणा सर्किल, में दिनांक 15-10-87 से प्रमाणित दर प्रणाली लागू करने का निष्पत्ति किया है।

[संख्या 5-13/87 पी. एच. बी.]

पी. आर. कार्रा, सहायक
माहनिदेशक (पी. एच. बी.)

MINISTRY OF COMMUNICATIONS

(Department of Telecommunications)

New Delhi, the 29th September, 1987

S.O. 2765.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 15-10-1987 as the date on which the Measured Rate System will be introduced in Jatwar Telephone Exchange, Haryana Telecom. Circle.

[No. 5-13/87-PHB]

P. R. KARRA, Assistant Director General (PHB)

श्रम मंत्रालय

नई दिल्ली, 21 सितम्बर, 1987

का० आ० 2766.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भिलाई स्टील प्लांट आयरन और माईन्स के प्रबन्ध-तन्त्र से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनु-बन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-9-1987 को प्राप्त हुआ था।

MINISTRY OF LABOUR

New Delhi, the 21st September, 1987

S.O. 2756.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhilai Steel Plant Iron Ore Mines and their workmen, which was received by the Central Government on the 15th September, 1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(51) of 1984

PARTIES:

Employers in relation to the management of Bhilai Steel Plant, Bhilai,

AND

Their workmen represented through the Secretary, Samyukta Khadan Mazdoor Sangh (AITUC), P.O. Dallirajhara District Durg (MP) and the President, Metal Mines Workers Union (INTUC), P.O. Dallirajhara, District Durg (M.P.).

APPEARANCES:

For Workmen—Shri Biseswar Singh, President, M.M.W. Union.

Shri D. K. Rao, General Secretary, S.K.M. Sangh.

For Management—S/Shri D. C. Henry, Asstt. Chief Law Officer and P. N. Bhojwani, Law Officer (Mines).

INDUSTRY : Steel Mines.

DISTT. : Durg (M.P.)

AWARD

Dated September, 7, 1987

Exercising powers under Sec. 10(1)(d)(2A) of the Industrial Disputes Act, 1947 the following dispute has been referred for adjudication to this Tribunal by the Central Government vide Notification No. L-26011/3/84-D.III.B dated 7th July, 1984 :—

"Whether the management of Bhilai Steel Plant were justified in ordering transfer of their 500 piece-rated workers from Aridongri and Mahamaya Mines to their Rajhara Iron Ore Mines in 1983 without allowing them the usual transfer benefits as are allowed to time-rated workers and without protecting their earnings? If not, to what relief are the workmen concerned entitled?"

2. On receipt of reference order, parties filed their pleadings and documents. Certain witnesses were also examined by the management and Samyukta Khadan Mazdoor Sangh. The case was then fixed for evidence at Nagpur on 26th June, 1987 on which date the parties request for adjournment on the ground that they are negotiating the matter and ultimately on 7th September, 1987 Shri P. N. Bhojwani, Law Officer (Mines) filed a memorandum of settlement duly signed by the representative of both the Unions and the management. He also verified the same. The terms of settlement are as under :

- (1) On their transfer from Dalli/Rajhara Mines to Mahamaya and/or Aridongri Mines and vice-versa, the departmentalised piece-rated employees shall be eligible to the following benefits :
 - (i) Transfer grant of Rs. 750 lump-sum.
 - (ii) Free transport will be provided by the management to the workmen for shifting their personal belongings to the Mines where they are transferred.
 - (iii) seven days joining time shall be allowed by the management and the workmen shall be paid at daily rate basis for these 7 days. 7 days will include their one day weekly off also.

(iv) Those workmen who are neither provided Company's house nor temporary sheds shall be paid Rs. 250 as subsidy towards hutting materials.

(v) No hutting material shall hereinafter be provided by the Company. In the past cases where hutting material had been provided by the Company the amount of Rs. 250 shall not be admissible. In case however, where hutting material was not provided and Company housing also not given then they shall also be entitled to Rs. 250.

(vi) House Rent Allowance shall not be admissible to these workers who have been allotted Company's quarter or CESE Fund Quarters.

(2) The cases of the workmen transferred from Mahamaya and Aridongri Mines to Rajhara/Dalli Mines in the year 1983-84 shall be decided in accordance with the above settlement within 60 days from the award.

(3) The cases of the DPR Loading Mazdoor who have been transferred to Mahamaya Mines in the Month of April/May, 1987 will also be decided according to the above.

(4) Past cases vide Para 2 if any shall also be settled accordingly.

3. I have gone through the terms of settlement and I am satisfied that the settlement is mutual, Lawful and in the interest of workmen. I, therefore, accept the same and pass my award in terms of the above settlement.

There is no order as to cost.

Sd/-

V. S. YADAV, Presiding Officer

[No. L-26011/3/84-D.III(B)]

नई दिल्ली, 22 सितम्बर, 1987

का० आ० 2767:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैलाडीला आयर्न ओर प्रोजेक्ट डिपॉजिट नं० 5 ऑफ नेशनल मिनेरल डेवलपमेंट कारपोरेशन लि०, बचेली के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में श्री के० शनमुगावेल परामर्शी (आई० आर०) नेयवेली लिग्नाइट कारपोरेशन लि० और मध्यस्थ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-9-1987 को प्राप्त हुआ था।

New Delhi, the 22nd September, 1987

S.O. 2767.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Shri K. Shanmughavel, Consultant (IR) Neyveli Lignite Corporation Limited and Arbitrator, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bailadila Iron Ore Project Deposit No. 5, of National Mineral Development Corporation Limited, Bacheli and their workmen, which was received by the Central Government on the 11th September, 1987.

ANNEXURE

The award of the Arbitrator in an Industrial Dispute between the Management of Bailadila Iron Ore Project Deposit No. 5 of National Mineral Development Corporation Limited and their workmen Shri Prakash Singh, Master Dumper Operator Gr. II represented by Samyukta Khadan Mazdoor Sangh, Bacheli, Bastar District, Madhya Pradesh.

The Management of Bailadila Iron Ore Project, Deposit No. 5, Bacheli, District Bastar, M.P., of National Mineral

Development Corporation Limited, hereinafter called management and Samyukta Khadan Mazdoor Sangh, recognised Trade Union operating in the aforesaid Iron Ore Project, hereinafter called Union, vide their memorandum of settlement dated 9-8-85 referred a dispute pertaining to supersession of Shri Prakash Singh, Master Dumper Operator Gr. II in the matter of his promotion as Master Dumper Operator Gr. I under Section 10A of the Industrial Dispute Act 1947, to my arbitration. I have given my consent to serve as Arbitrator by my letter dated 21st August 1985.

The specific matter in the dispute referred to my arbitration is as under :

"Whether the grounds for denial of promotion to Shri Prakash Singh, Master Dumper Operator Gr. II with effect from 1-4-83 were fair and justified; and if not what relief Shri Prakash Singh is entitled to".

According to the terms of the arbitration agreement, the arbitrator was to give his award within a period of six months from the date of his acceptance of the case or within such further time as was extended by mutual agreement between the parties in writing.

Due to unavoidable reasons and on account of adjournments sought by the parties the award had not been made within a period of six months from the date of giving my consent to serve as an arbitrator. However, the parties by mutual agreement had now and then extended the time, for this purpose in writing. Finally they had extended the time upto 30th September 1987.

The first hearing was held on 9-1-86 at Raipur which was adjourned to be held at Bheheli on 10-1-86. On 10-1-86 the parties had submitted their respective statements in the dispute by copies, endorsed to the opposite party. In the course of the hearing held on 11-7-86 at Raipur, the management had submitted their counter-statement dated 11-7-86 with copy to the opposite party. At the time of the hearing, the management had also produced a few documentary evidence to prove that the performance of Shri Prakash Singh was poor during the relevant period when the Department Promotion Committee was considering his promotion. The Union on a perusal of the documents, doubted their authenticity. At the same time they were not able to substantiate their statement by producing sufficient evidences. Nevertheless the Union had submitted their counter-statement dated 12-7-86 during the time of the hearing held on 12-7-86, with copy to the management.

Both the parties had adduced oral as well as documentary evidences during the course of the hearings held at Bheheli on 30-12-86 and on 31-12-86. Witnesses from both the parties were examined and cross-examined. Arguments were held on 20-8-87 at Visakhapatnam.

Shri Prakash Singh had joined Bailadila Iron Ore Project of National Mineral Development Corporation on 21-9-64 in the capacity of Light Vehicle Driver. Then he was promoted on 28-9-65 as Heavy Vehicle Driver Grade-I. He was further promoted as Dumper Operator Gr. II with effect from 18-8-67 and as Dumper Operator Gr. I with effect from 3-12-68. Thereafter he had been promoted as Senior Dumper Operator with effect from 2-1-77 and was redesignated as Master Dumper Operator Gr. II as per a settlement dated 23-3-80 arrived at between the Management and the Union. Thus upto the time of reference of the dispute to my arbitration Shri Prakash Singh had earned four promotions.

The management, in accordance with their recruitment and promotion rules 1967 had decided to give promotions to the Master Dumper Operators Gr. II as Master Dumper Operators Gr. I. For this purpose, a Departmental Promotion Committee was duly constituted and the Committee held its deliberations on 3-1-83. The following eligible candidates appeared before the Promotion Committee.

1. Shri Prakash Singh (2) Shri Benjamin (3) Shri Azmir Singh, (4) Shri Hari Singh (5) Shri K. P. Malik and (6) Shri K. C. Dass;

Even though Shri Prakash Singh was the senior most Master Dumper Operator Gr. II among the eligible candidates for promotion to the post of Master Dumper Operator Grade-I, the Departmental Promotion Committee did not recommend his promotion as his Annual Confidential Report for the year ending 31st March 1982 and the Special Confidential Report dated 26-12-81 contained adverse remarks reflecting his poor performance. The confidential reports of his juniors were found in order and as such their promotion was recommended by the Departmental Promotion Committee. Accordingly, on the basis of the recommendation cited above, whereas the juniors of Shri Prakash Singh were appointed as Master Dumper Operator Grade-I, he was not given the promotion. The Samyukta Khadan Mazdoor Sangh, on behalf of Shri Prakash Singh contended that the adverse remarks recorded in the Confidential Reports were baseless and unfounded. They said that the recorded adverse remarks indicated the mala fide intention of the management and hence supersession of Shri Prakash Singh was not justified. They, therefore, demanded that he should be promoted to the post of Master Dumper Operator Gr. I with retrospective effect and restore his original seniority on promotion. The management held the view that the promotion under reference had been effected by adhering the relevant rules and regulations and as such they were fair and in order. This dispute, by mutual agreement between the management and the union had been referred to my arbitration.

Without prejudice to my decision the parties had mutually agreed that the existing Master Dumper Operators including Shri Prakash Singh would be considered for promotion to the post of Master Dumper Operator Grade-I as per their eligibility and number of sanctioned vacancies available.

The issue to be decided by me is as to whether the grounds of denial of promotion of Shri Prakash Singh, Master Dumper Operator Gr. II as Master Dumper Operator Gr. I with effect from 4-1-83 were fair and justified and if not then I have to award relief entitled to by him.

The management had denied the promotion to Shri Prakash Singh mainly on the recommendation made by the Departmental Promotion Committee. The Departmental Promotion Committee had based their alleged unfavourable recommendation on the strength of the adverse remarks, made in the Annual C.R. and Special C.R. referred to above.

To have the correct insight and true perspective of the case we should go into the pertinent rules of National Mineral Development Corporation Ltd. The Recruitment and Promotion Rules 1967 of the Corporation state that whenever there is an occasion to fill a vacancy by promotion, the appointing authority must have before it and must fully take into account the qualification, experience, service record and confidential character rolls of all employees eligible for promotion to the vacancy. Besides according to the National Mineral Development Corporation Service Regulation 1972, the confidential character rolls of an employee eligible for promotion shall be for a period of 3 consecutive years.

The above service regulations of the Corporation have made it beyond doubt that promotion was required to be based on 'Seniority-cum-Merit from eligible employees'. In other words, the senior persons with comparative merit, measured for a period of three years are to be considered and recommended for promotion. Suitability has to be judged, on the other hand, on the basis of past records of three consecutive years.

The Departmental Promotion Committee in their wisdom had considered the Annual Confidential Report for the year 31st March '82 and the one recorded on 26-12-82. The management had not disputed the fact that Shri Prakash Singh was the senior most among the eligible Master Operators Grade-II considered for promotion as Master Dumper Operator Gr. I by the Departmental Promotion Committee. With regard to qualification and experience of Shri Prakash Singh the Departmental Promotion Committee had nothing adverse to record which would stand in the way of his promotion. Successive promotion received by him do indicate that he had an unblemished service at his command excepting of the adverse remarks found in the confidential

reports mentioned above. His juniors had been given promotion as Master Dumper Operators Gr. I, presumably on the basis of good Annual Confidential Report. But the parties did not bring forward during the time of hearing that in their case the confidential reports for three consecutive years i.e. to say, March ending 1982 March ending 1981, March ending 1980 were considered. But whatever it may be, it is evident that in the case of Shri Prakash Singh, confidential report of only one year and the special confidential report were considered. The Annual Confidential Report ending 31-3-82 contains the following adverse remarks :

Conduct and Punctuality : Poor—with special remark "argumentative with superiors".

It was averred on behalf of the management that since Shri Prakash Singh a seniormost among the eligible candidates for promotion and as his annual confidential report contains adverse remarks which would stand in the way of his promotion, a special confidential report was called for and it was recorded on 26-12-82. Adverse remarks in the special confidential report are as under :

Health : Satisfactory

Knowledge of job : Average

Mental alertness : Fair

Conduct and Punctuality:—Conduct/Behaviour : Unsatisfactory—stands to be improved. It may not be out of place to mention that barring the last adverse remarks, the others were not found in the annual confidential report.

The adverse remarks found in the Annual Confidential Report were communicated to Shri Prakash Singh by the Management only on 9-8-82. He had made representation dated 24-8-82 for expunging the adverse remarks. Normally adverse remarks are to be communicated within a period of 3 months from the date of record. During the course of the hearing, the management were not able to produce documentary evidences to substantiate the adverse remarks viz. that in the matter of Punctuality Shri Prakash Singh was 'Poor'. Accordingly they did not insist on this point and virtually they dropped this particular adverse remark which was said to have been one of the grounds for denial of promotion.

A comparative statement of the adverse remarks found in the Annual Confidential Report ending 31-3-82 and the Special Confidential Report written on 26-12-82 is enclosed in Annexure-I. An analysis of the observations made in the two confidential reports does not reflect the exact objective nature of recording. Whereas in the Annual Confidential Report the Health of Shri Prakash Singh was found 'very good'. It had become 'satisfactory' while recording the special confidential report. But no documentary evidence such as admission of Shri Prakash Singh in the hospital or records of ailments were produced. Similarly while knowledge of job was 'very good' at the time of recording the Annual Confidential Report, the same had become 'average' at the time of writing the Special Confidential Report. Here too no documentary evidences such as results of professional tests, oral or written were produced. This is the position in respect of Mental Alertness, Loyalty, Methods and Techniques of working, Honesty and Integrity. It is beyond one's comprehension that a person's knowledge of job was 'very good' throughout the year in 1982 had become 'average' at the time of writing the Special Confidential Report. The same argument may be extended to the other aspects of the Confidential Reports other than conduct referred to above.

Regarding the adverse remarks on Conduct, the management had submitted that Shri Prakash Singh was deliberately reporting false breakdowns more or less at the same time and same place on 18th, 19th and 20th April '81. They produced documents purported to have recorded the breakdowns/disobedience caused by Shri Prakash Singh on 21-8-81, 20-4-81, 27-9-81, 15-10-81, 25-12-81 and 29-1-82. In the incidents referred to above, the documents state that Shri Prakash Singh was verbally instructed to be careful on the ones which took place on 21-8-81, 27-9-81 and on 15-10-81. As stated earlier, the Union had doubted the authenticity of the documents under reference. However as they did not produce documentary evidence or oral evidences to substantiate their view points, I accept the documents as valid. The

points to be examined is as to whether Shri Prakash Singh was cautioned, warned in writing or punished for his misconduct, mentioned above. Dumper operation is a vital one in the Iron Ore Project. Any breakdown or disobedience arising out of dumper operation had to be viewed seriously and consequent appropriate disciplinary action should have been initiated. But the management had failed to take this managerial action. On the other hand only office notings of breakdown/disobedience were made and it was simply written that :

"verbal instructions" to Shri Prakash Singh has been given. And that too not in all incidents. As such the adverse remark viz., 'Poor', under Conduct, does not hold good and it is not proved beyond doubt.

With regard to the adverse remark that Shri Prakash Singh was argumentative with the Superiors, no documentary evidences were produced. As such the remarks have to be construed as subjective. However, a statement of the performance of all the Master Dumper Operators Grade-II who were considered by the Departmental Promotion Committee for promotion as Master Dumper Operator Gr. I, for the year 1981 was submitted by the Management. A comparative statement is enclosed as Annex-II. A perusal of the statement shows that S/Shri J. Benjamin and K. C. Dass who were juniors to Shri Prakash Singh and promoted as Master Dumper Operator Gr. I and put in less number of trips than that of Shri Prakash Singh. Even the average performances of Shri Prakash Singh was better than that of his junior Shri K. C. Dass who had been promoted and superseded Shri Prakash Singh, his senior, as Master Dumper Operator Gr. I. So it is proved that even in performance Shri Prakash Singh is not inferior to his juniors.

The management in their statement dated 10-1-86 had stated that the Departmental Promotion Committee found the Annual Confidential Report of Shri Prakash Singh for subsequent three years as 'satisfactory' and recommended to promote him as Master Dumper Operator Gr. I. Accordingly, he had been promoted with effect from 13-8-85. This action is in accordance with the understanding between the parties, referred to in the arbitration settlement. In this connection the relevant portion of the statement is given below : "However as per the above agreement of voluntary arbitration, Shri Prakash Singh's case was considered by a Departmental Promotion Committee for promotion along with other workmen. The Departmental Promotion Committee found his Annual C. R. for subsequent three years as 'satisfactory' and hence recommended to promote him as Master Dumper Operator Gr. I. Accordingly on approval of the said recommendation by the competent authority, he was promoted with effect from 13-8-85 vide Office order No. D5/Per/54/85 dt. 13-8-85 and he joined as Master Dumper Operator Gr. I on 13-8-85 (Annex-X).

It is evident that as per the service conditions applicable to Shri Prakash Singh, the Departmental Promotion Committee duly constituted by the management ought to consider the Annual Confidential Reports for three consecutive years while considering his case for promotion. But in the dispute referred to my arbitration, only one year Annual Confidential Report was considered. No doubt a Special Confidential Report was called for and the remarks contained therein were also considered. The adverse remarks, contained in both the Confidential Reports are devoid of any corresponding documents or situations in reality to lend support to them. This means that the management had contravened their own rules and regulations while effecting the promotion to Master Dumper Operators from Gr. II to Gr. I. Even in the case of Shri Prakash Singh for the subsequent promotion as Gr. I, the management had contented that they had considered three subsequent Annual Confidential Reports. I wonder why the management had failed to comply with their own rules and regulations while effecting promotion to their eligible candidates as Master Dumper Operator Gr. I with effect from 4-1-83. With regard to performance Shri Prakash Singh was not found inferior to his juniors who had superseded him. Promotion not only advances monetary emoluments but also brings him a superior social status. On account of one's own frailty if promotion is denied then there is nothing for him to mourn or to monitor a representation. A comparative

mentioned the performance should be adjudged dispassionately within the rules and regulations governing the employees. While seniority cum merit are the two pillars for promotion, then both of them have to be considered simultaneously in a balanced manner. It was unfolded during the course of the hearings that the Annual Confidential Report of Shri Prakash Singh for the year ending March 1980 and 1981 did not contain any adverse remark.

In the light of the aforesaid paragraphs, I hold the view that the grounds for the denial of promotion to Shri Prakash Singh, Master Dumper Operator Grade-II as Master Dumper Operator Grade-I with effect from 4-1-83, were not fair

and justified and as such he is entitled to be promoted with effect from 4-1-1983 and the consequent and implied benefits. I award accordingly.

K. SHANMUGHAVEL, Dy. Chief Labour Commissioner
(Central) Retd.,
Consultant (I. R.),
Neyveli Lignite Corporation Ltd.
And Arbitrator.
[No. L-26013/1/86-D.III(B)]
V. K. SHARMA, Desk Officer

ANNEXURE I

Special CR for the year ended 31-3-1982/26-12-82 and Annual CR for the year ended 31-3-1982

	Special CR	Annual CR
1. Health	Satisfactory	Very Good
2. Knowledge of job	Average	Very Good
3. Mental alertness	Fair	Good
4. Loyalty	Average	Good
5. Conduct & Punctuality	Behaviour/conduct unsatisfactory stands to be improved.	Poor
6. Methods & techniques of working	Fair	Good
7. Potentiality for development	Fair	Fair
8. Honesty and Integrity	Fair	Good

ANNEXURE II

BAILADILA IRON ORE PROJECT, DEP. 5

PERFORMANCE OF DUMPER OPERATION FOR THE YEAR 1981

Sl. No.	Name	Jan. '81		Feb. '81		Mar. '81			
		Working days	Trips	Working days	Trips	Working days	Trips		
S/Shri									
1.	Prakash Singh	Master Dumper Operator, Gr-II (GIT)		19	208	22	238	24	285
2.	Hari Singh	-do-		21	248	21	259	22	277
3.	K.P. Mallik	-do-		21	237	20	218	22	257
4.	Ajmer Singh	-do-		24	316	15	204	25	356
5.	J. Benjamin	-do-		14	162	15	169	10	136
6.	K.C. Das	-do-		4	32	14	174	16	176

Apr. '81		May '81		June '81		July '81	
Working days	Trips	Working days	Trips	Working days	Trips	Working days	Trips
22	241	—	—	4	25	15	153
18	229	20	282	—	—	9	95
15	205	6	83	9	59	17	182
20	227	—	—	1	7	21	173
12	122	2	26	7	68	11	85
20	225	—	—	8	85	20	133

Sl. No.	Name	Aug. '81		Sept. '81		Oct. '81		
		Working days	Trips	Working days	Trips	Working days	Trips	
S/Shri								
1.	Prakash Singh	M.D.O.	7	97	11	95	20	207
2.	Hari Singh	-do-	7	78	14	174	20	352
3.	K.P. Mallik	-do-	15	154	18	219	18	246
4.	Ajmer Singh	-do-	7	53	10	71	18	295
5.	J. Benjamin	-do-	8	55	11	147	13	174
6.	K.C. Das	-do-	18	123	16	171	17	230

Nov. '81		Dec. '81		Total		Average
Working days	Trips	Working days	Trips	Working days	Trips	%
4	47	4	38	152	1634	10.75
21	321	5	44	178	2359	13.25
8	118	18	256	187	2234	11.95
13	173	2	32	156	1907	12.22
5	56	5	64	113	1264	11.19
10	111	6	40	149	1500	10.07

का. आ. 2768 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारत गोल्ड माईन्स लिमिटेड, के. जी. एफ. के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-9-87 को प्राप्त हुआ था।

S.O. 2768.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Gold Mines Limited, K.G.F. and their workmen, which was received by the Central Government on the 7th September, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated, the 27th August, 1987

PRESENT :

Sri B. N. Lalge, B.A. (Hons.), LL.B., Presiding Officer,
Central Reference No. 26 of 1987

I PARTY

1. Sri Kuppaswamy,
R/D No. 5,
Malayali Line,
Marikuppam,
P.O. K. G. F. 563119.

2. Sri Arunachalam,
R/D 20th Local quarters,
No. 348, Marikuppam,
P.O. K.G.F. 563119.
3. Sri Kandaswamy,
No. 72, 'A' West Block,
Marikuppam,
P.O. K.G.F. 563119.
4. Sri Chengappa,
Bovisonapalli,
P.O. Kamasamudram Hobli,
Bangarupet Taluk,
(Karnataka).
5. Sri Daniel,
T. No. 1992,
Ex-Machine Man,
78, 'A' West Block,
Marikuppam,
P.O. K.G.F. 563119.

V/s.

II PARTY

The Chairman-cum-Managing Director,
Bharat Gold Mines Ltd.,
Suvarnabhavan,
P.O. Oorgaum,
K.G.F. 563120.

APPEARANCES :

For the I Party—Sri M. C. Narasimhan, Advocate,
Bangalore.

For the II Party—Sri K. J. Shetty, Advocate, Bangalore.

AWARD

By Order No. L-43012/8/84-D/III. B dated 28th November, 1984, the Government of India had made the present reference to the Industrial Tribunal, Bangalore.

2. By Order No. L/11025/4/87/DIV(B) dated 13th February, 1987, the said reference has been transferred to this Tribunal. The point of disputes referred is as follows :

POINTS OF DISPUTES

"Whether the action of the management of Bharat Gold Mines Ltd., K.G.F. in dismissing from service the undermentioned workmen vide their order dated 8th January, 1983 is proper and justified? If not, to what relief are the workmen concerned entitled?"

3. Thereafter I Party workmen have filed their claim statement, they have contended as follows :

The action of the management in dismissing them is illegal. They have put in large number of years of services. Kuppuswamy has put in at 31 years of service, Arunachalam of 35 years, Kandaswamy of 30 years, Chengappa of 14 years and Daniel of 15 years. Their service records are without any blemish. They were charge sheeted by letter dated 4th August, 1982.

The Director (Technical), General Manager was not empowered to issue the charge sheet. The enquiry was commenced on 27th August, 1982 and continued onwards. It was not held in accordance with law or principles of natural justice, it is illegal. No reasonable opportunity was given to them. List of witnesses and documents were not furnished. Since the criminal proceedings were pending they were prejudiced and could not defend themselves effectively. Appropriate opportunity was not given to them. Copies of important documents were not furnished. The findings are perverse. The General Manager has not taken into account the reply given by them. Then they filed an appeal to the Chairman, he has not considered the grounds properly. An award may be passed to reinstate them with consequential benefits.

3. The II Party has filed its counter statement and contends as follows :

These workmen had committed theft of gold bearing quartz. They had committed illegal acts in the winding engine room. A charge sheet was issued to them. Departmental enquiry has been held against them in accordance with the provisions of natural justice. They were given all the reasonable opportunity to cross-examine the management witnesses. There is no prejudice caused because of the criminal proceedings. The reply given by them to the second show cause notice was taken into account and appropriate punishment has been imposed. Their appeal has been considered in a proper manner. If this Tribunal holds that domestic enquiry is not in accordance with law, the II Party may be given an opportunity to establish its case. The reference may be rejected.

4. The following two additional issues were framed in view of the said pleadings :

1. Whether the domestic enquiry held was in accordance with law?

2. What order?

5. The first additional issue was taken up as a preliminary issue.

6. On recording evidence and accepting documents and hearing arguments of the parties this Tribunal was held that the domestic enquiry held against the workmen is in accordance with law.

7. In the said order the question whether the Director (Technical) was the competent authority to issue the charge sheet or not was also taken up for hearing and it has been held that the said officer was competent to issue the charge sheets.

8. Both the parties were then given an opportunity to adduce evidence and advance arguments regarding the perversity of the findings.

9. Both the parties have not produced any further evidence. They have been heard.

10. The point that arises for my consideration would be whether the findings of the enquiry officer not perverse or whether the order of dismissal in relation to these workmen is not in accordance with law.

11. I find that the findings of the enquiry officer are not perverse and that the order of dismissal in regard to these workmen is in accordance with law.

REASONS

12. In order to examine the question whether the findings are perverse, the test is whether the finding is supported by any legal evidence at all or whether on the basis of the material placed before the enquiry officer any reasonable person would have arrived at the findings given by him. The evidence recorded by the enquiry officer consists of the following witnesses :—

1. Anthony Raj.
2. D. V. Thayagarajan
3. Sudharshan.
4. Anthony Swamy.
5. Lokanathan.
6. H. S. Dwarakanath.
7. C. Narayanan, and
8. P. V. Vasudevan.

It cannot be said that the evidence given by these witnesses before the enquiry officer was no legal evidence. The documents taken into account by the enquiry officer are as follows :

Ext. M-1 to M-5 are the charge sheets, they show that these five workmen along with two others had committed various acts of misconduct, which were punishable under Rule Nos. (15), (15B), (23), (28) and (34) of the Standing orders of the II Party. Ext. M-6 is the mahazar drawn by the police, when the gold bearing quartz was seized from them. Ext. M-7 to M-11 are the explanations or replies given by these workmen to the said charge sheets. Ext. M-12 to M-16 are the copies of the orders showing that the management ordered for an enquiry and appointed Sri N. Balasubramanyam as the enquiry officer and disclosed that Anandaraj, Loganathan, Narayanan and Vasudevan and some other witnesses would be examined for the management. Ext. M-17 is the written submission made by these workmen showing that they want the assistance of N. Jayaseelan, Executive Committee Member of their union. Ext. M-18 is the order sheet maintained by the enquiry officer.

13. The learned advocate for the I party did not point out to me as to which of these documents was not properly admitted in evidence and thereby caused prejudice to them. In the enquiry proceedings, the police constables who had apprehended these workmen with the G.B.O. were examined. It cannot be said that the mahazar regarding seizure Ext. M-6 has been wrongly admitted in evidence by the enquiry officer.

14. The learned counsel for the I Party contended that the evidence on record was not sufficient to sustain the charges levelled against them. The explanation given by Chengappa, Daniel and Kandaswamy are similar. They have denied the charges and have requested to drop the proceedings on the grounds shown by them is that because the criminal case was being investigated against them and they had engaged an advocate therein. It is an admitted fact that after due investigation a charge sheet was filed against them and they were tried in C.C. No. 1781/82 before the Court of Additional Judicial Magistrate First Class, K.G.F. and that they have been acquitted. The fact that they have been acquitted is no ground to say that they should have been exonerated in the domestic enquiry also. Kuppuswamy and Arunachalam have given their explanations in detail. Kuppuswamy states in his reply dated 10th August, 1982, Ext. M-10 that on 21st July, 1982 when he was returning home via Ribblesdale shaft some four unknown persons caught him and held him at a knife point by threatening that he should act according to their behest or else meet his death and under such threat he was sent to bring the key of the winding engine room. He then states that he accordingly brought the key without the knowledge of the driver and that at the instance of the said

gang he opened the door, obtained the signal to lowering down the cage. He then adds that the said gang took him to the nearest Hotel and gave him Tea and such other things and there after he was taken to the shaft and returned when up signals came from the under ground. He then states that at 8.30 p.m. he hoisted the cage to the surface and that when the compressor driver asked him as to why he had taken the key, he told him that he had taken it for fun. He further states that as soon as he came out of the compressor a police constable called him and took him to Marikuppam Police Station. In Ext. M-11 Arunachalam given his explanation that when he was returning from the funeral of his aunt, the police took him to the hospital read and at that time he heard the hoisting of the winding machine and 15 minutes later he was taken to the Marikuppam Police Station, where four persons and winding engine driver Kuppuswamy were already there. There is no cause of either Kuppuswamy or Arunachalam till today that whatever has been explained by them in Ext. M-10 & M-11 is not true. There is no case by any of these workmen that whatever statements they have made before the enquiry officer are not their own statements or that they were made under threat or inducement. Kandaswamy states in his statement before the enquiry officer that the police caught him on that date near Mysore Hall and at that time Chengappa and Daniel were about 50 feet away from him. It is his contention that he was only having a torch light and nothing else.

15. Chengappa has stated before the enquiry officer that he along with Daniel had gone to the toddy shop at Anderson-pet and when they were moving at drunkenness near Mysore Hall at 8.45 p.m. Sundreshan, Thyagarajan were found there with two policemen and that both of them were also taken to the police station. Daniel has a case that Chengappa and himself had their fill of toddy and when they were going by the side of Mysore Hall police came running behind them and at that time they saw police taking Kandaswamy to the police station. Kuppuswamy has stated before the enquiry officer in more detail what he has stated in Ext. M-10. Arunachalam states before the enquiry officer that after attending the funeral of his aunt, when he was proceeding by the side of the Hospital two police-men came there along with Sundreshan and Anthonyyswamy and that the policemen took him also to the police station. The learned counsel for the I party workmen submitted that there is no link between the incident of taking away of G.B.Q. in punny bags/hand bags from the rebels' date shaft on the one hand and apprehension of some persons with the gunny bags and hand bags containing G.B.Q. pieces near about the Mysore Hall. Not only there is the consistent and cogent link between the two incidents from the evidence of the management witnesses examined before the enquiry officer but also from the explanations at Ext. M-10 and M-11 and the statements of all the workmen themselves made before the enquiry officer.

16. The evidence of S. Anandaraj explains as to how Kuppuswamy managed to take the key of the winding engine room, how Arunachalam and Kuppuswamy operated the cage and how G.B.Q. pieces in three cement bags and two hand bags were carried away. His evidence that he reported about the matter to Narayanan, the concerned officer at 7.30 a.m. has been corroborated by the latter. The alleged delay in making the complaint is explained by him satisfactorily. Anandaraj further explains that he was under the impression that Kuppuswamy and Arunachalam were on duty. He has also stated that he was threatened not to open his mouth. About apprehending these persons when they were moving in a group in the light of a torch and being in possession of cement and hand bags containing G.B.Q. there is the evidence of police constables Thyagarajan and Sundreshan and Anthonyyswamy. The evidence of Anandaraj has been sufficiently corroborated by that the compressor attendant Loganathan, Mine Manager Narayanan and Security officer Vasudevan. It is difficult to accept the contention of the learned counsel for the I party that the evidence on record was not sufficient to sustain the charges against them or that such findings were not possible by any reasonable person. The evidence on record requires to be read as a whole and not in two parts. In my opinion the fact that Chowridas and Dorairaj the two mahazar witnesses have turned hostile did not matter, when there was the evidence of three policemen and no denial by these workmen of being apprehended on that night. The appreciation of

evidence by the enquiry officer in that connection cannot be characterised as fallacious.

17. The learned counsel for the I party workmen contended that the acquittal indicates that the alleged workmen were not at all in possession of G.B.Q. pieces and there is no prescription that the said property belonged to the II party. Neither in the judgement produced by the I party workmen nor in any other piece of evidence placed on record a case is made out that the G.B.Q. pieces belong to these workmen as their own property. The evidence of the Chemist H. S. Dwarkanath has established before the enquiry officer that the G.B.Q. pieces contained gold worth several thousands of rupees. The facts and circumstances appearing on record lead to an irresistible conclusion that the G.B.Q. pieces belong to II party.

18. Taking into account all these factors, I find that Ext. M-19, the findings of the enquiry officer, cannot be called as perverse. Ext. M-20 is the copy of the second show cause notice sent to all these workmen. The documents at Ext. M-21 to M-25 relate to the subsequent events such as explanations and second show cause notice, orders of dismissal, appeal by these workmen and dismissal of their appeals. They are of very little assistance to them on going through the record in detail. I am of the view that the charges against these workmen have been established and that the management was justified in imposing the punishment dismissal from service.

In the result an award is hereby passed that the management was justified in dismissing these workmen and that they are not entitled to any relief.

B. N. LALGE, Presiding Officer
[No. L-43012/8/84-D III(B)]

का. आ. 2769 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स छट्टुराम दर्शन रामा माइका माईन आनर्स, डाकघर झूमरीतलैया, जिला हजारी बाग के प्रबंध-तंत्र में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं 2 धनवाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-87 को प्राप्त हुआ था।

S.O. 2769—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Chaturam Darsanram Mica Mine Owners, P. O. Jhumritalैया, Dist. Hazaribagh and their workman, which was received by the Central Government on the 8th September, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer

Reference No. 47 of 1987

In the matter of industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

PARTIES :

Employers in relation to the management of M/s. Chaturam Darsanram, Mica Mine Owners, P.O. Jhumritalैया, Dist. Hazaribagh and their workmen.

APPEARANCES :

On behalf of the workmen : Shri D. Mukherjee, Advocate.

On behalf of the employers : None.

STATE : Bihar.

INDUSTRY : Mica.

Dated, the 31st August, 1987

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10 (1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-28012/3/86-D. III (B), dated, the 6th January, 1987.

SCHEDULE

"Whether the action of the management of M/s. Chatturam Darshanram, P.O. Jhumritelaiya, Distt. Hazaribagh in terminating the service of Shri S. C. Guha, Surveyor without following the provisions of I.D. Act is legal and justified? If not, to what relief is the concerned workman entitled?"

The case of the concerned workman Shri S. C. Guha is that on 1-1-79 he was appointed as permanent Surveyor against permanent vacancy by the management of M/s. Chatturam Darshanram. Since then he was continuously working as surveyor. The management with an ulterior motive to victimise and to deprive him issued a false frivolous and motivated chargesheet against him on 30-1-86. The concerned workman replied to the chargesheet denying the allegation. The management again issued a chargesheet to the concerned workman on 11-2-86 and was illegally suspended from work. The management did not pay any suspension allowance to the concerned workman in violation of the provisions of the standing orders. The management forced the concerned workman to work upto 10-4-86 without paying him any wages or suspension allowance. The management got irregular enquiry against the concerned workman into the charges issued against him. The concerned workman was not afforded any opportunity to cross-examine the management's witnesses or to adduce defence witness. The charges against the concerned workman was not established in the enquiry but even then the management issued a letter dated 8-4-86 removing the concerned workman, from service with effect from 10-10-85. The concerned workman was removed from his services by an unauthorised person. The management had terminated the services of the concerned workman in violation of the mandatory provision of Section 25F of the I.D. Act. The concerned workman made several representation before the management for his reinstatement with full back wages but without any effect. Thereafter the concerned workman raised an industrial dispute before the ALC (C) which ended in failure. Thereafter the present reference was made to this Tribunal for adjudication. It is submitted that the action of the management in terminating the services of the concerned workman is illegal, arbitrary, unjustified and against the principles of natural justice and as such a prayer has been made for his reinstatement with full back wages.

The management was served with a notice regarding the date of hearing of the case and Shri S. Rana appeared on behalf of the management on 20-3-87 and filed a petition for adjournment. Accordingly he was allowed time. Again the management did not appear on three days and thereafter a registered notice was again sent to the management on 29-6-87. In spite of the said notice the management did not appear. The case was thereafter taken up for hearing *ex parte* when the management did not appear.

The only point for decision in this case is whether the termination of the services of the concerned workman by the management was justified.

The workman examined himself as WW-1 and provided documents which have been marked Ext. W-1 to W-3.

It will appear from the evidence of WW-1 that after retiring from service as Surveyor from BCCL he was employed to work as Surveyor in the Mica Mine of M/s. Chatturam

Darshanram from 1-1-79. He has stated that the management issued a letter dated 1-4-86 removing him from service with effect from 10-10-85. He has stated that he had continuously worked from 1979 to 16-4-86. He has stated that the management issued chargesheet against him on 30-1-86 and another chargesheet on 11-2-86 which are marked Ext. W-2 and W-1 respectively. He has further stated that the management held an enquiry into the chargesheet against him but he was given no opportunity to defend his case. He has also stated that the management did not establish the charges against him in the enquiry. He has stated that he had attendance of more than 240 days in each year prior to the termination of his services. The letter of termination of services dated 1-4-86 is Ext. W-3 in the case. He has stated that the management did not give any compensation at the time of termination of the services. He has also stated that his services were illegally terminated by the management and as such his demand is for reinstatement with back wages. As the management did not appear and the case proceeded *ex parte* there is no cross-examination of WW-1.

Ext. W-2 dt. 30-1-86 is a show cause notice issued by the partner of M/s. Chatturam Darshanram to the concerned workman which shows that the Mines Manager had reported to the owners of the mine that the concerned workman had not surveyed the mines after 29-10-85 which amounted to negligence in the regular duty of the concerned workman. It is also stated that the concerned person was called by the partner several times but the concerned workman did not care which was an act of insubordination as per standing orders. The concerned workman was therefore asked to show cause as to why legal action be not taken against him and his salary from 29-10-85 may not be withheld till the final decision of the management. It appears that thereafter the chargesheet Ext. W-1 dt. 11-2-86 was issued to the concerned workman. The concerned workman WW-1 has stated about the issuance the chargesheet against him and a domestic enquiry held against him into the charges. Ext. W-3 dt. 1-4-86 is a letter by which the services of the concerned workman was stopped. It appears from Ext. W-3 that the enquiry report and statement of the concerned workman dt. 15-2-86 were considered by the management. It will further show that the concerned workman had admitted in his statement dt. 15-2-86 that due to lapse of his authorisation from 10-10-85, he ceased to work as Surveyor. It is also stated in it that the concerned workman failed to discuss about the matter with the management in spite of the instructions in this regard. It is stated by the management that charge levelled against the concerned workman was proved and it was presumed that the concerned workman was no longer in the employment of the management from the date of expiry of the authorisation. The concerned workman has stated in his evidence that the management had not withdrawn the authorisation which was given to him by them. But the concerned workman did not produce the said authorisation to show as to the period for which he was authorised to work as Surveyor. It also appears from Ext. W-1 and W-2 that the concerned workman had not surveyed the mine after 29-10-85 which was a negligence in the part of his regular duty. It also appears that when Sethwa No. 3 was inspected by the Asstt. Director of Mines Safety he also found that the mine was not surveyed in due course. The workman has not stated that he had surveyed the mine after 29-10-85. From Ext. W-3 it appears that the concerned workman had admitted that due to lapse of authorisation from 10-10-85 he ceased to work as surveyor. It appears from this document that the concerned workman was charged for the negligence of his duties as a surveyor wherein he had to survey the mine and in his defence before the enquiry officer he admitted that due to lapse of his authorisation from 10-10-85 he ceased to work as surveyor. Therefore true facts appear from this document. The first is that his authorisation lapsed from 10-10-85 and secondly that as the authorisation lapsed from 10-10-85 he ceased to work as surveyor and thereby he had put a defence that he was not negligent in his duties. The concerned workman has now claimed that he worked till 10th of April 1986 although Ext. W-3 shows that his authorisation had lapsed from 10-10-85 the concerned workman ceased to work as surveyor and he was no longer in the employment from the date of expiry of the authorisation.

From the evidence discussed above it appears that the concerned workman did not work as surveyor after 10-10-85 as he had no authorisation to work as a surveyor. The evidence of WW-1 that he continued to work as Surveyor even without authorising does not appear to be convincing.

The concerned workman has not produced the letter of his appointment to show the nature of his appointment and the period for which he was employed as Surveyor. This assumes importance as admittedly the concerned workman had retired from BCCL and a retired man could not have been appointed as a permanent surveyor against permanent vacancy. The fact that the letter of appointment is not being produced by the concerned workman shows that he has tried to suppress the materials as the case was being heard ex-parte. Even in case of ex-parte hearing the workman has to establish his case. It appears that the concerned workman has been dismissed from service after holding him guilty of the charge established against him and as such there was no question of violation of the mandatory provision of Section 25F of the I.D. Act.

In the result, I hold that the action of the management of M/s. Chatturam Darsanram, P.O. Jhumritelaiya, Dist. Haaribagh in terminating the services of Shri S. C. Guha, Surveyor without following the provisions of I.D. Act is legal and justified and consequently the concerned workman is entitled to no relief.

This is my Award.

I. N. SINHA, Presiding Officer

[No. L-28012/3/86-D.III(B)]

का. आ. 2770:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सिंगरेनी कोलियरी कम्पनी लि., रामागुण्डम एरिया—1 गोदावरी खानी, करीमनगर जिला (आन्ध्र प्रदेश) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 7-9-87 को प्राप्त हुआ था।

S.O. 2770.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Singareni Collieries Company Limited, Ramagundam Area-I, Godavarikhani, Karimnagar, District (AP) and their workmen, which was received by the Central Government on the 7th September, 1987.

BEFORE THE INDUSTRIAL TRIBUNAL, HYDERABAD,
ANDHRA PRADESH

PRESENT :

Sri K. B. Siddappa, M.A., B.L.,
Presiding Officer, Industrial Tribunal.

Dated the 31st day of August Nineteen hundred and
Eighty Seven

Industrial Dispute No. 35 of 1986

BETWEEN

The Workmen of Singareni Collieries Company Limited,
Ramagundam Area I, Godavarikhani, Karimnagar
District A.P.Petitioner

AND

The Management of M/s. Singareni Colliery Company
Limited, Ramagundam Area I, Godavarikhani,
Karimnagar District (A.P.) ...Respondent.

APPEARANCES :

(1) Sarvasi A. K. Jayaprakash Rao, P. Damodari Reddy.

Ch. Lakshminarayana and C. Shailaja, Advocates
for the workmen.

(2) Sri K. Srinivasa Murthy and G. Sudha, Advocates for
the Management.

AWARD

The Government of India Ministry of Labour, New Delhi vide Order No. L.21011(17)/85-D.III(B), dt. 7/14-8-1986, referred an Industrial Dispute existing between the employers in relation to the Management of M/s. S.C. Co. Ltd., Ramagundam Area-I, Godavarikhani, Karimnagar District (A.P.) and their workman for adjudication, in respect of the matter specified in the Schedule hereto annexed under Clause (d) of Sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) to this Industrial Tribunal constituted under Section 7(A) of the said with the specification that this Tribunal shall submit its Award within a period of three months.

SCHEDULE

"Whether the action on the part of the Management of Singareni Collieries Company Limited, in relation to Ramagundam Area I, Godavarikhani in ordering transfer of S/Shri Thota Rajam, Shadaboina Rajam and Gane Sammi Reddy, Conveyor Khalasis of GDK No. 2 Incline from Surface to underground after allowing them to work on surface for 3 years is legal and justified? If not, to what relief the workmen are entitled?"

Soon after the receipt of the reference it was registered as I.D. No. 35/86 on the file of this Tribunal and notices were issued to the parties. The workmen were directed to file their claims Statement on or before 19-9-1986, while serving a copy of it on the opposite side.

On 19-9-1986 when the case was called both the parties were called absent and no claims statement was filed by the workmen and the case was adjourned to 20-10-86 for filing claims statement by the workmen. The Government of Andhra Pradesh declared as public holiday on 20-10-86 due to demise of Sri T. Anjaiah, Ex. Chief Minister of A.P. and the case was posted on 21-10-1986 for filing claims statement by the workmen.

On 21-10-1986 both the parties were not present and no Claims Statement was filed by the workmen and the case was adjourned to 12-11-86 to 15-12-86 to 31-12-86 and to 3-2-87 for filing claims statement by the workmen. Sarvasi A. K. Jayaprakash Rao, P. Damodar Reddy, Ch. Lakshminarayana and C. Shailaja, Advocates filed Vakalat for the workmen on 15-12-86.

On 3-2-87 the workmen filed claims statement and the I.D. was posted on 11-3-87 for counter of the Management. On 11-3-87 counsel for the workmen was present. Management not represented and no counter was filed by it and time was extended till 27-3-87 for filing counter by the Management.

On 27-3-87 no counter was filed by the Management and no representation was made on behalf of it and the case 5-8-87, 14-8-87 and to 26-8-87 for filing counter by the Management. On 26-8-87, Sri K. Srinivasa Murthy and G. Sudha, Advocates filed Vakalat for the Management but no counter was filed by them. At request of counsel for the Management time was extended till 31-8-87 for filing counter by the Management.

On 31-8-87 no counter is filed by the Management but a joint memo is filed by counsel for both parties stating that the matter is settled by the workmen and the Management and praying this Tribunal to pass an Award in terms of the Settlement.

The workers' representatives and the Management's representatives signed the Settlement, I accept the same to be true and correct.

In view of the above an Award is passed in terms of the Settlement and a copy of the settlement is enclosed to the Award.

Given under my hand and the seal of this Court, this the 31st day of August, 1987.

INDUSTRIAL TRIBUNAL

Appendix of Evidence

NIL

Date : 1-9-87.

K. B. SIDDAPPA, Industrial Tribunal
[No. L-12011/17/85-D-III(B)]

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) HYDERABAD

In the matter of I. D. No. 35/85

Between the workmen of Singareni Miners and Engg.
Workers Union Petitioner

AND

Management of Singareni Collieries Company Ltd., Rama-
gundam Area-I Godavarikhani-505269 Dist. Karim-
nagar Respondent

The Government of India referred the following dispute for reference, the Schedule of which is extracted hereunder :

SCHEDULE

Whether the action on the part of the Management of S. C. Company Limited in relation to the Ramagundam Area-I, Godavarikhani in ordering transfer of S/Shri Thota Rajam, Thadaboina Rajaiah and Gona Sami Reddy, Conveyor Operators of GDK No. 2 Incline from surface to Underground after allowing them to work on surface for 3 (three) years is legal and justified? If not, to what relief the workmen are entitled?

The Management contended that at the time of raising the dispute before the Asst. Labour Commissioner (Central), Hyderabad and also before the High Court which was dismissed by the High Court on 29-2-1986 vide W.P. No. 11684/85, there were no vacancies of Conveyor Operators at GDK No. 2 Incline. Though S/Shri Thota Rajam, Thadaboina Rajaiah and Gona Sami Reddy were given surface jobs temporarily on their own request and they were asked to go back to their original jobs i.e. Hauler Operators in June, 85, they refused to work Underground and consequently raised a dispute before the Asst. Labour Commissioner (Central), Hyderabad for promoting them as Conveyor Operators as they were working for the past 3 (three) years. Consequent on the Conciliation Proceedings ending in failure, the Government of India has referred the matter as I. D. No. 25/86 as stated above. Consequently the concerned workmen in the Industrial Dispute filed a Writ petition in the High Court in December, 1985 not to alter their service conditions unilaterally as the matter is referred for adjudication. On this the Hon'ble Judge of High Court held that the Petitioner S/Shri Thota Rajam, Thadaboina Rajaiah and Gona Sami Reddy are entitled Category-I wage till the disposal of Industrial Dispute by the Industrial Tribunal. Till then the concerned workmen refused Cat-I wages for the period till January, '87, they have subsequently accepted the payments on protest.

The concerned 3 (three) workmen have submitted claims statements the Tribunal and the Management had also submitted the Counter refuting the claims of the workmen.

The Singareni Miners and Engg. Workers Union (HMS) representing the case stated that in view of the emergence of clear vacancies of Conveyor Operators, presently in GDK No. 2 Incline, the Management may consider to designate S/Shri Thadaboina Rajaiah, Thota Rajam and Gona Sami Reddy as Conveyor Operators and project their old basic at the time of their being converted to Cat-IV and that in such circumstances they would withdraw the dispute in the Industrial Tribunal.

Considering the circumstances and in view of the emergence of clear vacancies of Conveyor Operators at GDK No. 2 Incline, the Management agrees to designate the 2 (two) above workmen S/Shri Thadaboina Rajaiah and Gona Sami Reddy as Conveyor Operators on Cat-IV wages projecting the old basic from 1-1-1987. The third workmen namely Sri Thota Rajam was terminated on voluntary medical grounds.

Since the dispute is resolved, the Union withdraws the dispute from the Industrial Tribunal (Central), Hyderabad.

As the dispute is thus resolved, the Union agrees to withdraw the dispute from the Tribunal. Both the parties regretted the Tribunal to pass an Award in I. D. No. 35/86 in terms of the above understanding.

This is in full and final settlement of the issue in dispute.

Representing the Management :

(V. P. MEHTA)

General Manager,
Ramagundam Area-I,
Singareni Collieries Company Ltd.,
Godavarikhani,
Dist. Karimnagar.

Representing the Union :

(CH. NARAYANA REDDY)

Secretary,
Singareni Miners and Engg.
Workers Union. (HMS)
Br. Godavarikhani,
Dist. Karimnagar.

Witness :

- (1) Sri B. Rajaiah,
Spl. Gr. Clerk,
Personnel Dept.,
Ramagundam Area-I,
Godavarikhani.
- (2) (K. AGA RAO)
Spl. Gr. Clerk,
Personnel Dept.,
Ramagundam Area-I,
Godavarikhani.

Dated : 2-7-1987.

Place : Godavarikhani

का. आ. 2771 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सतपुरा-2 माईन्स, बैस्टर्न कोल्लिरी लाइव लिमिटेड के पथाखेड़ा एरिया, पोस्ट पथाखेड़ा, जिला बेतूल (म.प्र.) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-87 को प्राप्त हुआ था।

S.O. 2771.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Satpura II Mines of Pathakhera Area of WCL, P.O. Pathakhera, District, Betul (M.P.) and their workmen, which was received by the Central Government on the 8-9-87.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) 15 of 1985

PARTIES :

Employers in relation to the management of Satpura II Mines of Pathakhhera Area of WCL, P.O. Pathakhhera, Distt. Betul (M.P.) and their workmen Shri Gujrat Singh S/o Sail Singh, Loader represented through the President, Khadan Mazdoor Sangh, Lal Jhanda Chowk, Pathakhhera Area, Distt. Betul (M.P.)

APPEARANCES :

For Workmen—Shri S.K. Rao, Advocate.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal Mining DISTRICT : Betul (M.P.)

AWARD

Dated, the September 2nd, 1987

The Central Government in exercise of the powers conferred by clause (c) of sub-section (1) and sub-section (2A) of Section 10 of the I. D. Act, 1947, referred the following dispute for adjudication to this Tribunal vide Notification No. L-22012(70)/85-D.V., dated the 14th January, 1986 :

“Whether the action of the management of Satpura II Mines of Pathakhhera Area of WCL, Post Pathakhhera, Distt. Betul in dismissing their workmen Shri Gujrat Singh S/o Sail Singh, Loader, Satpura Coal Mine No. 2, with effect from 2-8-1984 is legal and justified? If not, to what relief the workman is entitled and from what date?”

2. On receipt of the order of reference, parties filed their pleadings and documents. Issues were framed and issues No. 1 to 3 were treated as preliminary issues. Arguments on preliminary issues were heard by me on 28-8-1986 and the case was closed for orders on preliminary issues.

In the meantime, parties filed a Memorandum of settlement duly signed by representatives of parties and verified by their Counsel. I have gone through the terms of settlement and in my opinion they are just, fair and in the interest of workman. I, therefore, pass my award in terms of the settlement that :—

1. Shri Gujrat Singh S/o Sail Singh will be reinstated in the same post as held by him at the time of dismissal, i.e. Loader, in the basic salary which he was drawing at the time of dismissal.
2. The period of absence from the date of dismissal, i.e. from 3-8-1984 to the date of joining will be treated as *diesnon*.
3. The workmen concerned will not be entitled to wages or any other payment whatsoever for the period of idleness from the date of dismissal to the date of reinstatement.
4. On reinstatement the workman will be kept on probation for a period of one year during which period his performance and conduct will be closely watched. An assurance of good performance and conduct will be furnished by the workman in writing before joining the duties. If performance and/or conduct during the probationary period is not found satisfactory, his services will be liable to be terminated. However, if his performance and conduct during the probationary period are found satisfactory, the management may consider to grant him continuity of service for the limited purpose of payment of gratuity.

5. Shri Gujrat Singh will be posted at Sat-I

No order as to costs.

V. S. YADAV, Presiding Officer

[No. L22012/70/85-D. VI]

का. आ. 2772:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, डायमंड माइनिंग प्रोजेक्ट ऑफ नेशनल मिनेरल डेवलपमेंट कारपोरेशन लि., पन्ना (म. प्र.) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंजाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-87 को प्राप्त हुआ था।

S.O. 2772.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Diamond Mining Project of National Mineral Development Corporation Ltd., Panna (M.P.) and their workmen, which was received by the Central Government on the 8th September, 1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)/(66)/1984

PARTIES :

Employers in relation to the management of Diamond Mining Project of National Mineral Development Corporation Ltd., Panna and their workman, Shri K. N. Dubey, Dozer-cum-Grader Operator Grade II represented through the Yatrik Chalak Sabayogi Sangh Main Office Bhargava Niwas, Bus Stand, Panna (M.P.).

APPEARANCES :

For Workman—Shri K. N. Dubey, workman concerned.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Diamond Mining DISTRICT : Panna (M.P.)

AWARD

Dated, the 1st September, 1987

The Central Government in the Ministry of Labour vide their Notification No. L-29012/49/83-D. III(B) dated 21st August, 1984 referred the following dispute to this Tribunal, for adjudication:—

“Whether the action of the management of Majhaganwan Mine of Diamond Mining Project, National Mineral Development Corporation Ltd., Panna (M.P.) in stopping one increment due from 1-7-76 of Shri K. N. Dubey, Dozer-cum-Grader Operator Gr. II with cumulative effect is justified? If not, to what relief is the workman concerned entitled?”

2. Facts relevant for the purpose of deciding the above reference are that the workman, Shri K. N. Dubey, was working as Dozer-cum-Grader Operator Gr. II in the Mines of National Mineral Development Corporation Ltd. at Majhaganwan Mine in district Panna. He was charged with the following articles of charge (Exl. M/3) :—

Article of Charge No. 1:—

Shri K. N. Dubey is found guilty of wilful insubordination disobedience in not complying with the lawful orders of his superior.

Article of Charge No. 2:—

Shri Dubey was found sleeping in the Central Workshop after getting his attendance marked in the Time Office.

He replied to the show cause notice issued to him. His reply was not found satisfactory, therefore a domestic enquiry was ordered and Shri U. K. Kaushik was appointed as the Enquiry Officer. He conducted the enquiry and his findings were that the first charge is proved but the second is not proved because none of the prosecution witnesses including the complainant supported it (Ex. M/3). On the basis of the above report Project Officer vide his order dated 23-2-1976 imposed the punishment of stoppage of his one increment due with effect from 1-7-1976 with cumulative effect (Ex. M/4). The workman moved in conciliation and on the failure report of conciliation officer this reference was made.

3. This Tribunal framed the following issues and treated Issue Nos. 1 and 3 as preliminary issues:—

ISSUE

1. Whether the enquiry is proper and legal?
2. If not, whether the punishment of the workman is justified on facts of the case?
3. Whether the punishment awarded is proper and legal?
4. Relief and costs?

Vide order dated 27-6-1986 this Tribunal had held the enquiry to be vitiated and offered management to prove misconduct before this Tribunal and the workman to rebut the same. Management has led evidence before this Tribunal and workman relied on the log book which the management failed to produce it on the ground that the same has been destroyed as per Rules mentioned in Ex. M/5. I therefore proceed to decide Issue No. 2, 3 and 4.

4. Issue No. 2, 3 and 4:—The crux of the charge against the workman is that he disobeyed the verbal orders of the deceased Shri K. S. Singh, Acting Supervisor, as per instructions from the Mining Manager (M). Shri K. S. Singh died after his statement was recorded in the domestic enquiry on 22-1-1976 so his statement is not available to this Tribunal to judge the veracity. His statement has also not been proved as per law. However, I will first examine the witnesses examined before me viz. Assistant Sub-Inspector, C.I.F. Shri I. P. S. Thakur (MW-1) and Shri V. Upen-drarao (MW 2) an official of the management. According to them they were on security duty on the night of 10th October, 1975. When they visited mining area then Shri Singh told them that Shri K. N. Dubey is not listening to him and he is not in the time office where he had asked Shri Dubey to sit. He is in the workshop. They went there and they were informed that Shri Dubey is upstairs. Shri Singh then went upstairs. After sometime they heard some hot exchanges of words. Then they went up. Shri Dubey told them that he is not prepared to obey the oral orders. He should be given an order in writing. Thereafter he was brought to the time office and left there. In his cross-examination Shri Thakur admitted that the report which he has made is not before him. However, he proved the report of his Assistant Commandant (Ex. M/1). He specifically stated that when he went Shri Dubey was sitting in his chair and he was not sleeping. This clearly goes to show that Shri Singh had made false report against Shri Dubey regarding his being found sleeping then and thereafter.

5. Shri Rao (MW 2) in his cross-examination stated that there is no such list as to who is deputed where. He has also admitted that if the machine breaks down then the Machine Operator gets it repaired in the Central Workshop (where Shri Dubey was found on that night) and if he is ordered then he has to get it repaired in his presence. He has also admitted that if the duty of any worker is changed he is given an order in writing if the machine is broken down for long time.

6. From the above, it is crystal clear that the workman Shri Dubey being a Dozer Operator was supposed to be present in the Central Workshop for repairs of his dozers. If his duty was to be changed to time office where only attendance is to be marked then he should have been given an order in writing. In any case, there is not an iota of direct

evidence adduced before me to show that Shri Singh had given any verbal order and that too on the instructions of the Mines Manager. This is also confirmed from the enquiry officer's comments as under:—

"No evidence has been given to establish that Shri K. S. Singh had advised Shri K. N. Dubey when he report for duty to stay in the time office except the written statements of S/Shri I.P.S. Thakur, V. U. Rao that they were told during the course of their night inspection by Shri K. S. Singh that although he has given instructions to Shri Dubey to sit in the Time Office, he was not found there."

But it is surprising that inspite of this findings the Enquiry Officer further says "However, it was a fact that Shri Dubey was told in the workshop by Shri K. S. Singh to go and sit in the Time Office." After the above findings there is no justification to hold to the contrary that the first charge is proved. In view of the fact that the second charge made by Shri Singh against Shri Dubey was not even supported by him. His evidence should not have been taken as gospel truth specially when he had himself contradicted himself from his statement in examination-in-chief. In any case the instruction of Mines Manager (M) are not at all proved. Lastly in the absence of the statement of Shri Singh the statements of two witnesses examined are hearsay on this point. In the circumstances, it cannot be said that the first charge against Shri Dubey was established. I, therefore, hold that the punishment inflicted on the workman is not justified from the evidence on record. Therefore same is liable to be set aside.

7. I therefore answer the reference as under:—

That the action of the management of Majhagawan Mine of Diamond Mining Project, National Mineral Development Corporation Ltd., Panna (M.P.) in stopping one increment due from 1-7-1976 of Shri K. N. Dubey, Dozer-cum-Grader Operator Gr. II with cumulative effect is not justified. He is entitled to his increment which was stopped from 1-7-1976. Management will further pay Rs. 250 as costs of these proceedings to the workman.

V. S. YADAV, Presiding Officer
[No. L-29012/49/83-D.III(B)]

का. आ. 2773:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-87 को प्राप्त हुआ था।

S.O. 2773.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Coalfields Limited and their workmen, which was received by the Central Government on the 8th September, 1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M. P.).

Case No. CGIT/LC(R) 44 of 1985

PARTIES :

Employers in relation to the management of M/s. Western Coalfields Ltd., in sub-area No. 1, Wardha Area, P. O. Shivaji Nagar. Distt. Chandrapur and

their workman Shri S. N. Pathak, Survey Mazdoor represented through the President, Koyala Shramik Sabha (New Majri Colliery Branch), P. O. Shivaji Nagar, Distt. Chandrapur (M. S.).

APPEARANCES :

For workman.—Shri S. P. Dharmadhikari, Advocate.

For Management.—Shri P. S. Nair, Advocate.

INDUSTRIAL : Coal. DISTT. CHANDRAPUR (MS).

AWARD

Dated the 3rd September, 1987

Exercising powers under Sec. 10(1)(d) (2A) of the Industrial Disputes Act, 1947 the Central Government has referred the following dispute for adjudication, vide Notification No. L-22012(52)/84-D. V., dated the 4th June, 1985 :—

“Whether the management of M/s. Western Coalfields Ltd., in sub-area No. 1 Wardha Valley Area, P. O. Shivaji Nagar, Distt. Chandrapur is justified in non-promoting the workman Shri S. N. Pathak, Survey Mazdoor to the post of Chairman ? If not, to what relief the workman is entitled ?”

2. On receipt of the order of reference, parties filed their pleadings and documents after which the case was fixed for evidence of parties. On 25-2-1987 parties prayed for adjournment on the ground that they are negotiating the dispute for mutual settlement.

3. It appears that in the meantime the management has constituted the Departmental Promotion Committee for the post of Chairman and as per the recommendation of the D.P.C., the order for promotion of Shri S. N. Pathak to the post of Chairman Grade ‘F’ with effect from 1-6-87 has been issued (a copy of which has been enclosed as Annexure ‘A’ to the Memorandum of settlement filed before this Tribunal).

4. On 10-7-1987, the Counsel for the management filed and verified a settlement duly signed by the workman himself and representative of the management. The parties jointly submit that the dispute under reference to this Hon’ble Tribunal has been settled between the parties mutually and the management has already issued order of promotion with effect from 1-6-1987. The relevant terms of settlement are as under :—

“In view of the action taken by the management the workman, Shri S. N. Pathak, is fully satisfied and he has no grievance left regarding the above dispute.”

6. I have gone through the terms of settlement and the promotion order (Annexure ‘A’) and I am satisfied that the settlement is mutual, lawful and in the interest of workman. I, therefore, accept the same and pass the award in terms of the above settlement.

I make no order as to costs.

Sd/-

V. S. YADAV, Presiding Officer

[No. L-22012(52)/84-D. V]

V. K. SHARMA, Desk Officer

नई दिल्ली, 24 सितम्बर, 1987

का. आ. 2774.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, नन्दिनी माईन्स ऑफ़ बिलार्ड स्टील प्लांट बिलार्ड के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-9-87 को प्राप्त हुआ था।

New Delhi, the 24th September, 1987

S.O. 2774.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award, of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Nandini Mines Bhilai Steel Plant Bhilai and their workmen, which was received by the Central Government on the 15th September, 1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL-CUM-LABOUR COURT, JABALPUR (M. P.).

Case No. CGIT/LC(R)(73) of 1986

PARTIES :

Employers in relation to the management of Nandini Mines of Bhilai Steel Plant, Bhilai, District Durg (M. P.) and their workman Shri Ganesh Lal, Khalasi, P. No. 076291, represented through the President, Samyukta Khadan Mazdoor Sangh (AITUC), P. O. Nandini Mines, District Durg (M.P.).

APPEARANCES :

For Union.—Shri C. R. Bakshi,

For Management.—Shri D. C. Henri, Asstt. Chief Law Officer,

INDUSTRY : Ore Mining. DISTRICT : Durg (M.P.).

AWARD

Dated 8-9-1987

By Notification No. L-26012/8/84-D. III. B dated 29th September, 1984 the Central Government in the Ministry of Labour has referred the following dispute for adjudication :—

“Whether the penalty of removal from service with effect from 26-11-1982 imposed by the management of Nandini Mines of Messrs Bhilai Steel Plant on Shri Ganesh Lal, Khalasi, P. No. 076291 is disproportionate to the alleged misconduct of theft ? If so, to what relief is the workman concerned entitled?”

2. The facts which are no longer in dispute are.—(i) That Shri Ganesh Lal who was in ‘B’ shift duty (2 p.m. to 10 p.m.) on 14-5-82 was caught at about 9.45 p.m. by the Central Industrial Security Force Santry at Fitter House Gate while unauthorisedly carrying a brass piece weighing 2400 Kg. approximately belonging to Bhilai Steel Plant, which was wrapped in a piece of cloth and kept in hand bag in his bicycle;

(ii) Shri Ganesh Lal was accordingly charged with an act of major misconduct under the standing orders of the Mines. He denied the charges vide his explanation dated 1-6-82 (Ex. M/3) and therefore a departmental enquiry was held against him;

(iii) That in the enquiry Shri Ganesh Lal admitted the charges unequivocally with a prayer that a lenient view may be taken against him. He also requested that he may be excused and assured that he shall not repeat such mistakes in future and shall try to improve upon;

(iv) That in the light of the said unequivocal admission the Enquiry Officer held vide his report dated 26-8-1982 that the charge of “theft of company’s property” levelled against him, as set out in detail in statement of allegation/charges annexed to the Memorandum dated 25-5-82 stood fully established.

3. As the reference goes to show that the only point for consideration before me is whether the punishment of removal from service awarded to the workman is disproportionate to the alleged misconduct. If so, to what relief the workman is entitled? In this regard on behalf of the

workman, it has been contended that the workman had admitted the charge as framed regarding the removal of 2.400 Kg. of brass pieces (valued about Rs. 150) but he has not admitted that he committed the misconduct of theft. Thus removal by itself is not a major misconduct. I am unable to agree. The theft as defined in the Indian Penal Code includes removal of the property without the consent dishonestly. Those ingredients of the offence were admitted by the workman. Therefore it is only a jugglery of words to say that the workman had not admitted the offence of theft. It is not the law that in all cases constituting the criminal offence the only remedy is prosecution and not domestic enquiry.

4. The second contention of the Union is that the management while inflicting punishment on him did not consider his past services and record of 17 years as extenuating circumstance. In this regard the management has relied on a case of Shri Gopal Kirbha Mills (P) Ltd., Vs. Labour Court and others (1980-I-LJ p. 425 para 14 and 16) wherein it has been laid down that the fact that workman had put in 8 years of service and he is unmarried is not a proper ground for the Labour Court for interfering with the penalty imposed by the management. I agree that these are not the good grounds.

5. On behalf of the workman case of Jaswant Singh and Pepsu Roadways Transport Corporation and another (1984-I-LJ January Issue pages 33 & 34) has been relied on where a driver was dismissed from service for consuming liquor while on duty, on the ground that it was his first offence and the punishment of dismissal was rather heavy and not called for. He was awarded the punishment of denying him the back wages and stopping of three increments on the humanitarian ground. In the instant case I find that besides it being the first offence of the workman he unequivocally admitted the charge and the property involved was of a petty amount. These are three good grounds to hold that the punishment awarded is rather harsh.

6. The question arises what penalty should be imposed. In this regard the plea of the management is that looking to the nature of the act of the workman he should not be reinstated. In other words what they mean to say that they have lost confidence in the workman. In this regard learned representative of the management relied on the *Francis Klein & Co. Ltd. Vs. Workman* (1971-II-LJ p. 619 para 8) wherein instead of reinstatement workman in all was awarded salary of Rs. 9000/- already earned plus Rs. 5000/- more as compensation. I am of the opinion that in spite of the assurance of the workman that he will not repeat the act and looking to the petty amount of theft it cannot be said that the plea of the management is imaginary and unjustified. The workman was working as Khalasi and his duties were such where matter of confidence is of importance.

7. Last question that remains to be considered is what compensation he should be awarded. The workman is not entitled to be reinstated. Therefore the question of back wages does not arise. I am of the opinion that looking to his past service of 18 years he should be compensated for his service period. To my mind one month's average pay as compensation (as existing on the date of his termination i.e. 26-11-82) for every year of his completed service will meet the end of justice and will be just and proper compensation. I accordingly answer the reference as under :—

That the penalty of removal from service with effect from 26-11-1982 imposed by the management of Nandini Mines of Messrs Bhilai Steel Plant on Shri Ganesh Lal, Khalasi, P. No. 076291 is disproportionate to the alleged misconduct of theft. As a normal rule he was entitled to be reinstated with or without back wages and a just and proper penalty is imposed by the Tribunal. But since the management has lost confidence in workman he is not entitled to be reinstated. Therefore, instead of being reinstated he paid one month's average pay as existing on 26-11-82 for every year of his complete service, as compensation. This would meet the end of justice. No order as to costs.

V. S. YADAN, Presiding Officer
[No. L-26012/8/84-D. III(B)]

का. आ. 2775—औद्योगिक अववाद अधिनियम, 1947 (1947 का 14) धारा 17 के अनुसरण में, केन्द्रीय सरकार गुजरात रिफाइनरी, बड़ोदा के प्रबंधनत्व सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-9-87 को प्राप्त हुआ था।

S.O. 2775.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Gujarat Refinery, Baroda and their workmen, which was received by the Central Government on the 17th September, 1987.

BEFORE SHRI C.G. RATHOD, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT AHMEDABAD.

Reference (ITC) No. 12 of 1987

Adjudication

BETWEEN

Gujarat Refinery

Baroda

AND

The Workmen employed under it.

In the matter whether the action of the management of the Gujarat Refinery, Baroda in awarding punishment of stopping three increments without giving a proper opportunity in inquiry to Shri A.J. Pillai, Operator 'A' is justified? If not, then what other relief the workman is entitled and with what effect?

STATE : Baroda

(Gujarat)

INDUSTRY : Oil

AWARD

By an order No. L-30012/5/85-D.III(B) dated 10-2-1987, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act 1947 the Under Secretary Government of India, Ministry of Labour, New Delhi has referred the dispute between Gujarat Refinery, Baroda and its union known as 'Vadodra Jilla General Kamgar Union for adjudication to the Industrial Tribunal, Ahmedabad. The dispute referred is whether the action of the management of the Gujarat Refinery, Baroda in

awarding punishment of stopping three increments without giving a proper opportunity in inquiry to Shri A.J. Pillai, Operator 'A' is justified? If not, then what other relief the workman is entitled and with what effect?

The present dispute, after it was referred to the Industrial Tribunal, Ahmedabad was sent to this Tribunal for adjudication.

The notices were issued to both the parties vide Ex.2. on behalf of the management, Mr. R.P. Bhatt appeared.

The Union was asked to file the statement of claim on or before 10.3.87, but the Union did not appear on 4.3.87 and it did not file the statement of claim. In the circumstances, another notice was issued to the Union by Registered Post and its acknowledgement is at Ex.7. In spite of the receipt of this notice, the Union did not care to remain present on 7.8.87. Thus, it appears that the Union is not interested in proceeding with the reference. As stated above, I have tried to give sufficient opportunity to the Union to remain present, but the Union has not cared to remain present. In the circumstances, I pass the following order.

ORDER

The reference is disposed of for want of prosecution by the Union. No order as to costs.

C. G. RATHOD, Presiding Officer
Ahmedabad, 11th August, 1987.

[No. L-30012/5/85-D.III(B)]

V. K. SHARMA, Desk Officer.

नई दिल्ली, 22 सितम्बर, 1987

का० आ० 2776:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, नेशनल बैंक आफ एग्रीकल्चरल एंड रुरल डेवलपमेंट के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबन्ध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-9-1987 को प्राप्त हुआ था।

New Delhi, the 22nd September, 1987

S.O. 2776.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Orissa, Bhubaneswar as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Nabard, Bhubaneswar and their workmen, which was received by the Central Government on the 15th September, 1987.

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR PRESENT:

Shri R. N. Panda, M.A. LL.B. Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute Case No. 35/87 (Central)

Bhubaneswar, the 31st August, 1987

BETWEEN

The Deputy General Manager, Nabard, 122-A Station Square, Bhubaneswar-1 —First Party

AND

(1) Shri R. R. Panda, Represented through President, Nabard Employees Association, C/o Nabard, Station Square, Bhubaneswar.

87/1235 GI—18

(2) Shri J. K. Behera, Telex Operator, Nabard, Bhubaneswar —Second Parties

APPEARANCES:

Sri U. N. Srivastav, Development Officer (Legal)

—For the First Party.

Sri P. K. Sahoo, Secretary,

Sri S. K. Das, Joint Secretary —For the Second Party

No. 1

Sri J. K. Behera

—Second Party No. 2

AWARD

1. This is a reference under section 10(1) of the Industrial Disputes Act 1947 made by the Central Government vide its Order No. L-12012/281/86-D. II (A) dated 9th March, 1987 for adjudication of the dispute as mentioned in the Schedule of reference which runs as follows:—

"Whether the action of Dy. General Manager, Nabard, Bhubaneswar in changing the designation of Sri R. R. Panda, from Telex Operator to Telephone Operator and causing financial loss to the workman is legal and justified? If not, to what relief the workman is entitled?"

2. The case of the workman is that he applied for the post of Telex Operator in the National Bank for Agriculture and Rural Development in response to the advertisement published in the English daily "Times of India" dated 28-4-1983. After qualifying successfully in the test and interview for the purpose, Sri Panda was found suitable by the management for the post of Telex Operator. The offer of appointment was given to him asking him to convey his acceptance by 29-6-1984. The workman gave his unconditional acceptance by his letter dated 13-6-1984. The Management issued appointment order in favour of the workman for the post of Telex Operator by its letter dated 21-6-1984. After successful completion of probationary period of one year as stipulated, he was confirmed in the cadre of Telex Operator. Surprisingly, the Management in its office orders dated 10-5-86 altered prejudicially the nomenclature of the post of Telex Operator and service condition. This downgrading has caused lowering of position in the eyes of other, besides financial loss of Rs. 25 per month. This change of service conditions contrary to the terms of appointment is totally unjust, illegal and is a flagrant violation of the provisions of Nabard Staff Rules, 1982, Indian Contract Act 1978 and Section 9-A of the Industrial Disputes Act, 1947? The office order of this effect is intended to make Sri Panda as Telephone Operator with retrospective effect from 26-6-84 even though Sri Panda had actually worked for those periods as Telex Operator. Further the Management has confirmed the workman as Telephone Operator even though he has not worked in that post for a day. The Association raised an industrial dispute before the A.L.C. Bhubaneswar in this regard and the workman had appealed to the higher authority for reconsideration of this unjustified decision to no avail.

3. The case of the Management on the other hand is that as per Appendix-I (ix) of the Staff Rules, Typists and Stenographers service comprises all the typists, telex operators and stenographers of the Reserve Bank of India who are deemed to have been appointed in Nabard's service by virtue of Section 50 of the Nabard Act. The said Rules also provide for recruitment in this service only to the posts of Typists and Stenographers on the basis of written test including typing test/shorthand test and interview by the Selection Board of Nabard. Appendix 1 (xii) of the Staff Rules deals with Miscellaneous Services consisting of Telephone Operators, Pharmacists, etc. The vacancies in Miscellaneous Services are to be filled in by direct recruitment on the basis of a written test and interview by the Selection Board. No typing/shorthand test is prescribed for Miscellaneous Services. The post of Telex Operator is a functional post and forms part of 'Typists and Stenographers Services.' The persons entrusted with the duties of Telex Operators get a special functional allowance. The consistent practice in the RBI/ARDC was that the duty of operating the Telex Machine was entrusted to the senior most Typist belonging to this service. Nabard also adopted this practice and subsequently the same was incorporated in its circular No. 9084/4 (CS) 85-86 dated 21-4-86. The placement of a workman belonging to another service as a Telex Operator, will adversely effect the interests

of the workmen belonging to the Typists/Stenographers service and the same should not be permitted. On the merits of the case it is stated that although Sri R. R. Panda, the workmen had applied for the post of telephone/telex operator, he was selected as Telephone Operator only in the Miscellaneous Services of Nabard. Nobody was selected as Telex Operator during the said selection. This is evident from the selection list prepared by Nabard on the basis of recommendation of the Selection Board. Sri Panda was wait listed as a Telephone Operator at Serial No. 2. He was, in fact to be offered the post of Telephone Operator and to be assigned the work of Telex Operator only as a stop-gap arrangement, till the seniority list of the workman in Typists and Stenographers Service was finalised. However, by mistake Sri Panda was issued offer of appointment for the post of Telex Operator, for which he was neither tested nor selected. He did not attend typing/shorthand test which is prescribed as an essential skill test for Typists and Stenographers Service. He was tested in operation of PABX, voice test and manners only which is meant for the Telephone Operators Post. He was therefore fully aware of the fact that he was tested and selected for Telephone Operator's post only. Though Sri Panda was confirmed in the cadre of Telex Operator, the same should be read as Telephone Operator as there was no post of Telephone Operator in the Miscellaneous service as defined by the Staff Rules. The advantage, if any, Sri Panda had enjoyed as Telex Operator was gratuitous and had arisen on account of an administrative mistake or lapse which had occurred in the issuing of appointment order. The statement of claim demands to perpetuate the gratuitous benefit to Sri Panda on a permanent basis is to the detriment of the workman in the Typists/Stenographers service at Bhubaneswar. This cannot be permitted, and the mistake or lapse needs to be rectified. The alteration of the nomenclature cannot be said to have prejudiced Sri Panda. It is also denied that there was any downgrading or lowering of the position as alleged. There is also no question of change of service condition thereby attracting provisions u/s 9-A of the Industrial Disputes Act. The alleged office orders were intended to rectify the position that was resultant of an administrative lapse or mistake. As both the posts of Telex Operator and Telephone Operator belong to Group 'B' services of Nabard, the question of down-grading does not arise. The rectificatory steps taken by Nabard in terms of the above orders had brought the position well in consonance with the Staff Rules and the principles of fairness. As to the confirmation it is stated that it relates to a substantive post and not a functional post. Therefore, the confirmation of Sri Panda as a Telex Operator was not accordance with the Rules. The Union cannot claim any relief on the basis of a wrong order of confirmation as contained in the statement of claim. After rectification of the Appointment and Confirmation Orders of Sri Panda as mentioned above, the senior most typists at Bhubaneswar office namely Sri J. K. Behera is already appointed to work on the telex machine, as he is the right claimant for this functional post of Telex Operator. Any upsetting of the arrangement that has been brought about by the impugned orders would lead to further unavoidable industrial disputes from the typist and stenographers of the Bhubaneswar Regional Office.

4. Sri J. K. Behera who has been added as party to the proceeding, has submitted that he being the senior most Typist, has been rightly assigned the duty of Telex Operator with effect from 15-5-1986 in place of Sri R. R. Panda. His contention is that the Nabard Staff Rules do not provide the direct recruitment to the post of Telex Operator. As such, the appointment of Sri R. R. Panda, as Telex Operator through direct recruitment by the management of Nabard is unwarranted and in violation of staff rules. He claims to have operated the Telex machine from the date of installation till 25-6-84. He has also received training for operating Telex machine. The Management had appointed Sri R. R. Panda as Telex Operator in contravention of Rule and denied him the right of the Telex Operator. Subsequently, however the Management could detect its mistake and have restored him the job of the Telex Operator. In the other matters he has supported the case of the Management.

5. In a rejoinder filed on behalf of the workman, it is stated that the Telex machine in fact was installed with effect from 26-6-84. It is also submitted that the claim of J. K. Behera does not merit any consideration.

6. On the aforesaid pleadings the following issues have been framed :—

ISSUES

- (1) Whether the action of Dy. General Manager, Nabard, Bhubaneswar in changing the designation of Sri R. R. Panda, from Telex Operator to Telephone Operator and causing financial loss to the workman is legal and justified ?
- (2) Whether Sri Panda was tested and selected by the selection committee constituted in this behalf for the post of Telex Operator, if not for what post ?
- (3) Whether offer of appointment and confirmation order for the post of Telex Operator were issued by administrative lapse, if so, whether the Management is not entitled to rectify the same ?
- (4) Whether the offer of appointment and confirmation order thereof for the post of Telex Operator issued to Sri Panda authorised in terms of Nabard (Staff) Rules 1982 ? If not, what is its effect ?
- (5) Whether impugned office order dated 19th May, 86 issued by Deputy General Manager, Nabard, Bhubaneswar effect degradation or reduction in the rank of Sri Panda ?
- (6) Whether impugned office orders are violative of Nabard Staff Rules, 191, Indian Contract Act and Industrial Disputes Act ?
- (7) Whether Sri Panda is entitled for any relief and if so what ?

FINDINGS

7. All the issues are taken up together as they are inter-related. The first and the important point for consideration is whether the appointment of the workman R. R. Panda as Telex Operator was owing to a mistake or whether his appointment as such was a valid one. The undisputed facts are that the Management invited applications for various posts as per Ext. 1. We are concerned with the invitation of the application for the posts of Telephone Operators and Telex Operators for the post code No. 9. In pursuance of this invitation applications, it is the case of the workman that he applied for the post of Telex Operator. According to the Management however Sri Panda had applied for the posts of both the Telephone Operator and the Telex Operator. But his candidature only for the post of Telephone Operator was accepted and accordingly he was tested for the post of Telephone Operator and not for the post of Telex Operator. Unless otherwise shown from the fact that the workman was appointed as a Telex Operator vide Ext. 2, it has to be presumed that he had applied only for the post of Telex Operator. It appears from the note appended to Ext. 1 that only one application should be sent regardless of the number of posts applied for. Therefore even assuming that he had applied for both the posts of Telephone Operator and Telex Operator he must have done it in one application. The Management has chosen not to produce that application before this Tribunal. The representative of the Management has advanced long argument to support the Management's stand that Sri R. R. Panda had applied for the post of Telephone Operator and after test he was selected for the post of Telephone Operator. It is by mistake an order appointing him as Telex Operator was issued. In this connection his submissions are (1) that the Nabard staff Rules do not provide for the recruitment of Telex Operator and as such Sri Panda had neither applied for such a post nor could be appointed as such. (2) The test sheets (vide Exts. F and F1) and the select list (Ext. G) would clearly go to show that Sri Panda was selected for the post of Telephone Operator and not as Telex Operator. (3) Telex Operator is a functional one and as per the established practice it is only the senior most Typist of particular branches who are allowed to perform the business of Telex Operator and therefore there could be no scope for appointment of Sri R. R. Panda as a Telex Operator. All these submissions require careful examination.

8. Extract of the Nabard Staff Rules (Ext. A) provides that the Typists and Stenographer service shall cover or Typist, Telex Operator, and Stenographers of the Reserve Bank of India who are deemed to have appointed in the National Bank service by virtue of section 50 of the Act as also the staff appointed to various category in this service by the National Bank on or after 12th July, 1982 either by way of promotion or by direct recruitment. Telephone Operators according to this Rule belong to the miscellaneous services. Though specific guidelines have not been provided in the rules regarding the promotion and recruitment of Telex Operators like that of the Typist and Stenographers in the constitution of the Typist and Stenographer service it has been provided that this service shall cover all typists, telex operator and Stenographers appointed either by way of promotion or by direct recruitment, besides these who are deemed to have been appointed in the National Bank service by virtue of section 50 of the Act. It cannot therefore be said that the rules do not envisage the posts of Telex Operator. If such was the intention of the rule makers there was no point in mentioning in the Rules that Telex Operator would also be appointed either by promotion or by recruitment. In the advertisement (Ext. 1) applications were invited for the posts of Telex Operator also. It can not therefore be contended that there was no post of Telex Operator. I am therefore not inclined to accept this submission that the Nabard Staff Rules do not provide for appointment of Telex Operators and that Sri Panda could not be appointed as a Telex Operator.

9. Now we come to the appointment of Sri Panda. Admittedly, he has been given an order of appointment as a Telex Operator. It is submitted that this order of appointment is on account of mistake committed in the office of the Management of Nabard. This mistake it is contended crept at the time of issue of appointment order. These submissions are based on the test sheets (Exts. E, F and G) and as also the evidence of the officer of the Management who issued the appointment Order (MW-1). Exts. E to G no doubt show that Sri Panda was tested for the post of Telephone Operator. That proves that Sri Panda had also applied for the post of Telephone Operator. But from this it cannot be concluded that Sri Panda not applied for the post of Telex Operator in the second sheet of Ext. F one of the interviewers in column-8 "Rating at the interviews has mentioned" that the rating was both for Telex and Telephone Operator. This gives an indication that Sri Panda was also tested for the post of Telex Operator. It may as well be that there were separate test post sheets for the post of Telex Operator. That possibility has not been excluded. The select list (Ext. G) indicates that Sri Panda was selected for the post of Telephone Operator. This also does not exclude the case of the workman that he was selected for the post of Telex Operator. MW-1 was not present at Bhubaneswar where the tests were held and he could not have any knowledge about the test that was conducted at Bhubaneswar. He was to act upon the select list. If he had before him only the list of Telephone Operators and if the case of the Management that there is no separate post of Telex Operator the question of issuing appointment order in favour of Sri Panda appointing him as Telex Operator did not arise. It is not expected that a responsible officer like MW-1 would blindly put his signature on an appointment order which clearly indicated that the appointment was for the post of Telex Operator. It is stated that the Stenographer committed the mistake in mentioning the Telex Operator in place of Telephone Operator. In this connection it would be pertinent to mention that the order of appointment must have been prepared on the basis of some orders passed by the appointing authority. That very order appointing Sri R. R. Panda as a Telephone Operator is not being produced. The select list must have followed an order of the Appointing Authority. No reason is assigned as to why that order has been withheld and now a plea of mistake is being raised which to a reasonable mind is certainly not acceptable. The second submission must accordingly fail.

10. The third submission is also without any substance. The Nabard Rules nowhere provide that the post of Telex Operator is only a functional one. It is also nowhere provided that the senior most Typist shall be entrusted with the business of Telex Operation. This is however said to be

an established practice. Not is single instance of such entrustment of Telex Operation to the senior most typist of different branches is cited. The appointment of Sri R. R. Panda was in June, 1984. A circular issued by the Management in the year 1986 has been filed to indicate that the senior most typists are entrusted with the business of Telex Operation (vide Ext. E). This circular states that the Head office was receiving queries from the Regional Offices regarding procedure to be followed for entrusting the duties of Telex Operator, and regulation of special pay admissible to the regular incumbent as also to be substituted working as Telex Operator, and regulation of special pay admissible to the practice. If there was an established practice the question of making queries with regard to the procedure and the Head Office issuing a circular did not arise. That apart the appointment of Sri Panda was sometimes in the year 1984 and a practice over which the circular as per Ext. E was issued in the year 1986 could not effect his appointment. In this connection the enclosure to final All India Combined Seniority list for typist (Ext. L) may be looked into. On a perusal of list I find that Joykrushna Behera who has been appointed as Telex Operator in the year 1985 after cancellation of the order of appointment of Sri R. R. Panda as Telex Operator in Bhubaneswar Branch joined as Typist on 24-4-84 i.e. two days before the joining of Sri R. R. Panda as the Telex Operator. Sl. No. 17 of the list Sri Krushna Chandra Singh joined as typist on 23-4-84. Sl. 103 Kumari Usha joined in the post of Typist on 21-4-84. Sl. 276 Rabindra Guru also joined as Typist on 21-4-84. I, therefore, do not see how Joykrushna Behera could be the senior most typist in the Bhubaneswar office when the few others had joined as typist in the said office prior to him. If the senior most Typist is to be entrusted with the job of Telex Operation there appears to be no reason why in preference to other senior typists Joykrushna Behera was entrusted with the business of Telex Operation. There is no evidence before me that the other senior typists refused to accept the assignment of Telex Operation. In this view of the matter it is difficult to accept the so-called established practice of appointing the senior most typist as Telex Operators.

11. Another aspect touching this issue is that on the receipt of the appointment order Sri Panda joined in the Bhubaneswar office as Telex Operator. By the time as per the so-called practice the senior most typist of that office must be doing the business of Telex operation. The head of the office at Bhubaneswar on the joining of Sri Panda must have entertained doubts as to how a person has been appointed as a Telex operator without any such post and what could be done to the senior most typist who was in charge of Telex operation and he ought to have made queries from the Head Office. The fact that he allowed Sri Panda to join as Telex Operator in his office would point to the one and the only conclusion that the post of Telex operator was lying vacant in Bhubaneswar office and on the joining of Sri Panda the head of the office accepted his joining report and allowed him to work as such. It is the admitted case that Sri Panda after rendering service for one year was confirmed in the post of Telex operator. No officer would pass an order of confirmation against a post unless such a post which is a permanent one is available in his office. The case of the Management that on receipt of the copy of the confirmation order of Sri Panda they could detect the mistake like Nabard must avoid. The service career of the workers moderate Sri Joykrushna Behera who as per the seniority list was not the senior most typist at Bhubaneswar Office, the Head Office quite arbitrarily reversed the order of Sri Panda as a Telex Operator and directed that Sri Joykrushna Behera, the so-called senior most typist be entrusted with the business of Telex operation. In an established organisation like Nabard such an arbitrary action has to be discouraged. This is an unfair labour practice which an ideal employer like Nabard must avoid. The service career of the workers can not be interfered with so lightly as has been done in this case.

12. Another submission made on behalf of the Management is that the Deputy General Manager, Nabard was not authorised to issue the order appointing Sri Panda as Telex Operator and as such it is not valid one. In this connection attention has been drawn to rule-9 of the Nabard staff Rule 1982. It has been provided in this Rule that the Chairman shall be authorised to appoint persons to the post of Officers provided that in the case of appointment of the

officer in grade-A the appointment shall be made by the Managing Director. So far as other posts are concerned it is Chief General Manager and such other officer as may be authorised from time to time by the Chairman or the Managing Director subject to the direction as may be issued by them shall be the appointing authority. MW-1 who has issued the order of appointment is the Deputy Manager in the recruitment section. He does not say that he had not the authority to issue the appointment order. It is also not his evidence that he was not authorised to do so. It is this officer who has also issued the order as per Ext. C redesignating Sri Panda as a Telephone Operator. In the circumstances it has to be presumed that he had been authorised by either the Chief General Manager or by the Managing Director to appoint persons to the posts of Telex Operator and Telephone Operator. He also cannot expect an officer of the cadre of Deputy General Manager to have appointed persons to the posts in the Bank without any authority. The concerned file would have shown whether this officer had issued appointment orders with regard to the other candidates in the field. That file is not being produced and an unsustainable plea is being raised that the Deputy General Manager has no authority to issue appointment order. In view of my above findings on facts, the various decision relied on by the representative of the Management have no application to the case and it is not necessary to deal with those decisions. On the above finding all the issues are answered against the Management.

14. The action of the Deputy General Manager, Nabard Bhubaneswar in changing the designation of Sri R. R. Panda, from Telex Operator to Telephone Operator and causing financial loss to the workman is not legal and justified. Sri Panda is entitled to be reinstated in the post of Telex Operator being treated confirmed in the said post. He is also entitled to the allowance admissible to the Telex Operator with effect from 10-5-1986.

14. An Award is accordingly passed.

Dated : 31-8-1987.

R. M. PANDA, Presiding Officer
[No. L-12012/281/86-D.II (A)/D.IV (A)]

K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 25 सितम्बर, 1987

का. आ. 2777 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधन से सम्बद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण सहास के पंजाब को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-9-87 को प्राप्त हुआ था।

New Delhi, the 25th September, 1987

S.O. 2777.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India and the workmen, which was received by the Central Government on the 17th September, 1987.

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU, MADRAS

Tuesday, the 1st day of September, 1987

PRESENT :

THIRU FYZEE MAHMOOD, B.Sc., B.L.,
Industrial Tribunal.

Industrial Dispute No. 27 of 1986

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of State Bank of India, Madras).

BETWEEN

The workman represented by

The General Secretary,

State Bank of India Employees Union,

157, Angappa Naicken Street,

P.B. No. 1548, Madras-600001.

AND

The Chief General Manager,

State Bank of India,

Local Head Office,

21, Rajaji Salai,

Madras-600001.

REFERENCE :

Order No. L-12012/211/85-D.II(A), dated 21-4-1986 of the Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing on Wednesday, the 8th day of July, 1987 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru N.G.R. Prasad for Thiruvallargal Row and Reddy, Advocates appearing for the workman and of Thiruvallargal T. S. Gopalan, P. Ibrahim Kalifulla and S. Ravindran, Advocates for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

This dispute between the workman and the Management of State Bank of India, Madras arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-12012/211/85-D.II(A), dated 21-4-1986 of the Ministry of Labour for adjudication of the following issue :

“Whether the action of the management of State Bank of India, Madras, Neyveli Branch in dismissing Shri K. S. Krishnamurthi, Head Clerk from service with effect from 16-8-1984 is justified? If not, to what relief the workman concerned entitled?”

(2) In the claim statement filed by State Bank of India Employees Union, Madras, it is stated that Thiru K. S. Krishnamurthy was employed in the Neyveli Branch of the Respondent Bank as Head Clerk. He was placed under suspension pending enquiry on 16-7-1982. He was served with a charge sheet dated 11-3-1983 alleging certain acts of misconduct, to which he had submitted an explanation on 30-3-1983. Another charge sheet dated 28-5-1983 was served on him, to which also he had submitted

an explanation. Thiru K. S. Krishnamurthy was performing the duties of a Head Clerk in the despatch section of the Respondent Bank at Neyveli. The charges related to delay in despatch of cheques issued by A. V. Balakrishna & Sons, Cuddalore to Indian Oil Corporation and purchased as Demand Drafts at the Branch where he was working. The Enquiry Officer had held that the delay was not wilful and the Management was not able to pin point that the Head Clerk, namely, Thiru K. S. Krishnamurthy was personally involved in the delayed despatch of the instruments. Hence it is contended that charge framed against the employee has not been established. According to the concerned employee, the misconduct levelled does not fall under 521(4)(j) of the Sastri Award as no serious loss has been caused to the Bank even if the charges levelled are held proved. The Punishing Authority had not taken into account the past record of service of the employee before imposing the punishment of dismissal. At any rate, the punishment inflicted is out of proportion to the gravity of misconduct and warrants interference under Section 11-A of the Industrial Disputes Act. Hence it is prayed that the order of dismissal may be set aside and the concerned employee reinstated in service with back wages, continuity of service and other attendant benefits.

(3) In the counter statement filed by the Respondent Bank, the allegations made in the claim statement are denied. It is contended that the Union which has espoused the cause of the dismissed employee Thiru K. S. Krishnamurthy had not possessed representative character and is not competent to raise the dispute. Hence the order of reference is bad in law. Thiru K. S. Krishnamurthy was that he was working as a Head Clerk, Despatch Section in the Neyveli Branch of the Respondent Bank. In the case of reputed constituents like Indian Oil Corporation Limited and other public sector undertakings, the instrument will be purchased immediately on presentation and credited in the constituent's account. Thereafter only the instrument would be sent for collection to the drawee bank. During the period between the presentation of the instrument and the collection of the amount from the drawee bank, the funds are not available for utilisation. Therefore, it is imperative that the purchased instrument is sent to the drawee bank as expeditiously as possible so that the time lag between the presentation of the instrument and the collection made from the drawee bank is kept to the barest minimum. The instant case relates to presentation of cheques by Indian Oil Corporation Limited drawn in its favour by one of its dealers, by name A. V. Balakrishna & Sons and the relevant transactions taking place in the Neyveli Branch of State Bank of India. The delinquent-employee in his capacity as a Head Clerk of the Despatch Section had with ulterior motives deliberately delayed the despatch of cheques and acted in a manner prejudicial to the interest of the Bank. This was found out on a surprise audit inspection conducted on 14-6-1982. After the inspection Thiru K. S. Krishnamurthy had left for Madras with some instruments which were purchased on 13-5-1982 for Rs. 3,79,683.86 and posted the same from Madras by ordinary post to the Tirupapuliyur Branch, where it was received on 17-6-1982. He

not only delayed the despatch of cheques but also kept the instruments away from the scrutiny of the inspecting official on 14-6-1982. A charge sheet dated 11-3-1983 was issued to the delinquent-employee for committing misconduct of wilfully delaying despatch of cheques issued by A. V. Balakrishna & Sons on Bank of Baroda, Tirupapuliyur Branch in favour of Indian Oil Corporation Limited. Seven such instances were cited in the charge sheet. Another charge was also issued to him for delay of despatch of instrument resulting in loss of Rs. 7,000/- to the Respondent Bank. As the explanation given by the delinquent-employee was found unsatisfactory, an enquiry was conducted and he was given full opportunity to defend himself. Based on the findings of the Enquiry Officer holding the charges as proved, the employee was dismissed from service. It is denied that the employee had an unblemished record of service. Hence it is prayed that the Court may be upheld the dismissal order of the delinquent-employee and reject the claim petition.

(4) In the rejoinder filed to the counter statement, it is stated that the Petitioner—Union is a registered Trade Union of the State Bank employees affiliated to All India Bank Employees' Association which is the majority Union of the Bank employees in the country. It is competent to raise the dispute on behalf of the workman. In any case, the dispute can be treated as one raised under Section 2-A of the Industrial Disputes Act and the reference cannot be treated as bad in law. The objection of the Respondent Bank in this regard is frivolous. The punishment of dismissal awarded to Thiru K. S. Krishnamurthy is not based on the relevant enquiry proceedings but on extraneous considerations.

(5) The point for consideration is as contained in the reference.

(6) No oral evidence was adduced on either side. Exs. W-1 to W-23 were marked on behalf of the employee and Exs. M-1 to M-13 relied upon by the Respondent-Bank.

(7) At the outset itself it may be mentioned that the Petitioner-employee has not challenged the validity of the domestic enquiry held in the instant case and the learned counsel for the delinquent-employee made an endorsement that he is confining his arguments to the scope of Section 11-A of the Industrial Disputes Act. It is now well settled that under Section 11-A of the Industrial Disputes Act, the Tribunal is at liberty to consider not only whether the finding of the misconduct recorded by the employer is correct but also to satisfy itself one way or other regarding the misconduct committed, the punishment to be imposed and the relief to be granted to the concerned employee on the basis of the materials on record and on reappraisal of the evidence.

(8) Regarding the objection raised by the Respondent-Bank regarding the validity of the dispute under Section 2(k) of the Industrial Disputes Act, it has to be rejected as untenable. No oral or documentary evidence had been adduced to challenge the competency of the Union to raise the dispute. As a matter of fact, no evidence had been adduced before this

Court even to establish that the Respondent-Bank had raised this issue in the Conciliation Proceedings before the reference was made. Hence the validity of the reference cannot be now challenged. This apart, this Tribunal would be competent in any event to treat the dispute as one under Section 2-A of the Industrial Disputes Act and proceed to adjudicate the matter.

(9) The delinquent-employee Thiru K. S. Krishnamurthy prior to his dismissal from service was employed as Head Clerk in the Despatch Section of the Neyveli Branch of the Respondent-Bank and was placed under suspension on 16-7-1982 pending enquiry on certain allegations of misconduct relating to delayed despatch of instruments. Before dealing with the case of the delinquent-employee, it is necessary to outline the nature of operations prevailing in the Respondent-Bank relating to purchase and despatch of instruments. Normally, the cheque presented by constituents will not be credited until the amount covered by instrument is cleared or collected. An exception is however made in case of reputed constituents like Indian Oil Corporation. In whose case the instrument would be purchased and the constituent's account would be credited for the amount of the instrument immediately on its presentation. It is only thereafter the instrument would be sent to the drawee bank and till it is collected the concerned funds will not be available for utilisation. Therefore, it is imperative that the purchased instrument is sent to the drawee bank as expeditiously as possible to reduce the time lag between the presentation of the instrument and collection from the drawee Bank. In the instant case, the charge against the employee relates to presentation of cheques by Indian Oil Corporation Limited drawn in its favour by one of its dealers, by name A. V. Balakrishna & Sons and the relevant transactions taking place at the Neyveli Branch of State Bank of India. The procedure and practice which was followed by the Respondent-Bank in the matter of purchase of Demand Drafts was that immediately after the instrument was presented, the Constituent's account was credited. The concerned instrument was then passed on to the Head Clerk in the Despatch Section in which the date of handing over and the date of purchase of the Demand Drafts were entered in registers. It is the responsibility of the Head Clerk to despatch the instruments received promptly without any delay. In June, 1982, on information that there were undue delay at the Neyveli Branch of the Respondent-Bank in the despatch of certain cheques purchased from Indian Oil Corporation Limited on Tirupapuliyur Branch of Bank of Baroda. Thiru G. S. K. Raman, Officer-in-charge of Verification of Audit was sent for surprise inspection on 14-6-1982. During the inspection, it transpired that whenever cheques issued by A. V. Balakrishna & Sons to Indian Oil Corporation Limited were purchased, there was delay in despatch of the cheques drawn on Tirupapuliyur Branch of Bank of Baroda. Six such clear instances were noticed. After inspection, Thiru K. S. Krishnamurthy left for Madras with some instruments which were purchased on 13-5-1982 for Rs. 3,79,683.86 and posted the same from Madras by ordinary post to the Tirupapuliyur Branch where it was received on 17-6-1982. Arising of the above incident, a charge sheet marked as Ex. W-8 dated 11-3-1983 was issued to the delinquent-employee, Thiru K. S. Krishnamurthy

which listed seven instances of delayed despatch amounting to gross misconduct under Para 521(4)(j) of the Sastri Award read with Para 18.28 of Desai Award and the Petitioner-employee was called upon to submit his explanation. Ex. W-9 was the explanation submitted by the delinquent-employee. Another charge memo marked as Ex. W-10 was issued on 28-5-1983 in respect of cheques purchased as Demand Drafts on 15-3-1982 and being despatched only on 13-4-1982 resulting in a loss of Rs. 7,000/- as a draft issued in favour of Thiru R. Packiriswamy ERB Account number issued by International Finance and Exchange Corporation, Doha on Canara Bank, Cuddalore was returned unpaid as the International Finance and Exchange Corporation, Doha had collapsed in the mean time. The delinquent-employee gave an explanation marked as Ex. W-11 to this charge denying the allegations. Thereafter an enquiry was conducted. Ex. W-13 are the enquiry proceedings and Ex. W-14, the findings of the Enquiry Officer. In the enquiry, the delinquent-employee had pleaded that he was not responsible for the delay in despatch and it was an occasioned due to the sickness of the Clerk who assisted him and the additional staff being given to him to cope up with the increased volume of work in the despatch section. This resulted in usual delay in the despatch of instruments presented and such delay was not wilful. The Enquiry Officer holding him guilty of the charges observed as follows :

- "1. The Head Clerk being sufficiently senior, should have taken steps for the despatch of the cheques, even if it is assumed that sufficient staff support was not given. He has not taken sufficient care to ensure despatch of the instruments without much delay. Besides the defence has been trying to shift the blame on the clerk stating that he was always found sick and was given assistance to clear the arrears.
2. Since the prosecution was not able to pinpoint that the Head Clerk was personally involved in the delayed despatch of the instruments and as it could be inferred that the despatch clerk was given assistance on many occasions to clear the backlog of work, it is presumed that the delay was not wilful."

"Taking all the facts into consideration, I have to advise in respect of the two charges as under.

1st charge : Dis/Con/125 dated 11-3-1983.
2nd charge : Dis/Con/238 dated 28-5-83."

"Though there has been considerable delay in the despatch of schedules, whether the delay was intentional or not could not be established. However, I feel that the employee is guilty because he being a senior employee with sufficient service, he cannot escape from his responsibility in ensuring the prompt despatch of the instruments, the next day, wherein huge amounts are involved. As regards the 2nd charge, my above observation holds good. The loss of Rs. 7,000 has occurred to

the Bank because of the delayed despatch of the cheques during which period the foreign bank failed."

(10) The learned counsel for the delinquent-employee based on these findings has contended that the Enquiry Officer having concluded that the Head Clerk was not personally involved in the delayed despatch of the instruments and that the delay was not wilful should not have proceeded to hold the charges as proved. On the other hand, it is contended by the learned counsel for the Respondent-Bank that the Enquiry Officer had not properly assessed the evidence on record and given a very flimsy and flippant finding and it is the duty of the Tribunal to independently reappraise the evidence and come to an independent conclusion whether the charges framed against the delinquent-employee stand proved or not.

(11) In this context, it would be relevant to refer to the first charge sheet Ex. W-8 issued to the delinquent-employee which listed seven instances of delayed despatch. All the instances referred to in Ex. W-8 related to the period when the delinquent-employee was working as Head Clerk in the Despatch Section in the Neyveli Branch of the Respondent-Bank and pertained to certain cheques issued by M/s. A. V. Balakrishnan & Sons, Cuddalore to Indian Oil Corporation and purchased as Demand Drafts at the Branch which were wilfully delayed in despatch for unduly long periods. The first item was a cheque for Rs. 33,974.68 issued by A. V. Balakrishnan & Sons on Bank of Baroda, Cuddalore which was purchased on 1-9-1981 as disclosed by the entry made in the relevant register in Ex. M-2 series. This instrument had been received in the despatch section on the same day as disclosed by the entry in the relevant register in Ex. M-4 series. It had however been despatched only on 9-9-1981 as disclosed by the entry in the relevant register in Ex. M-1 series. Similarly, regarding second charge which also related to D.D. No. 6072 relating to M/s. A. V. Balakrishnan and Sons it was purchased on 11-9-1981 as revealed by the entry in Ex. M-2 series and was received by despatch section on 14-9-1981 as disclosed by the entry in the relevant register in Ex. M-4 series. But it was despatched only on 19-9-1981 as revealed by the entry in the relevant register in Ex. M-1 series. Item No. 3 regarding D.D. No. 6130 relating to M/s. A. V. Balakrishnan & Sons for Rs. 37050-90 was purchased on 16-9-1981 (relevant entry in Ex. M-2 series) but despatched only on 23-9-1981 as disclosed by the entry in the relevant register in Ex. M-1 series. This entry was also initialled by the employee as deposed to by P.W. 3 (vide page 42 of Ex. W-13—Qn. No. 133). Item No. 4 related to D.D. No. 8140 is for Rs. 27,722.64 which was purchased on 19-12-1981 (vide relevant entry in Ex. M-2 series) and received in the despatch section on 21-12-1981 as disclosed by the relevant entry in Ex. M-4 series which had been initialled by the delinquent-employee. However, the instrument was despatched only on 29-12-1981 as disclosed by the entry in the relevant register in Ex. M-1 series. The fifth item also related to two cheques issued by M/s. A. V. Balakrishnan & Sons which were purchased on 25-3-1982 as revealed by the relevant register in Ex. M-2 series and received in the despatch section on 26-3-1982 (relevant entry in Ex. M-4 series) and was despatched only on 24-4-1982 as manifested

by the entry in the relevant register in Ex. M-1 series. In respect of these five charges there has been delay in despatch of the instruments purchased issued by M/s. A. V. Balakrishnan & Sons to whom the delinquent-employee according to the case of the Management had tried to oblige by deliberately delaying the despatch. There is no cogent evidence to conclude that the delinquent-employee was solely responsible for the despatch or that he had done it wilfully with any ulterior motive. This is a matter of proof and not mere surmise and conjecture. On these five charges listed in the charge sheet Ex. W-B, it has to be held that the charge of wilful delay of despatch is not made out against the delinquent-employee.

(12) As far as Item No. 6 in the charge sheet Ex. W-B it related to D.D. No. 2793 which was purchased on 26-4-1982 as disclosed by the entry in the relevant register is Ex. M-2 series. It was received in the despatch section on 26-4-1982 as manifested by the entry in the relevant register in Ex. M-4 series. However it was despatched only on 9-6-1982 as disclosed by the entry in the relevant register in Ex. M-1 series. In this connection, it is pertinent to point out that the memo Ex. W-2 dated 9-6-1982 was issued to the delinquent-employee by the Branch Manager calling for his explanation in the inordinate delay in despatch of several instruments in his possession. The concerned clerk who was assisting the delinquent-employee in the despatch section was examined as P.W. 4 in the domestic enquiry. He has deposed (vide Qn. No. 189 page 54 of the Enquiry Proceedings marked as Ex. W-13) that this instrument listed as item No. 6 in the charge sheet Ex. W-8 was given to him by the delinquent-employee only on 8-6-1982 even though it was purchased on 26-4-1982. He informed the Manager and handed over the instrument to him. He had also given a letter marked as Ex. M-13 to the Manager on 10-6-1982 stating that the above instrument was handed over to him by the Head Clerk Thira K.S. Krishnamurthy about 3.00 p.m. on 8th June, 1982. On the next day he received the instrument from the Manager and despatched it. The evidence of P.W. 4 which had not been contradicted along with the documentary evidence adduced in respect of this transaction clearly establish that the delinquent-employee had deliberately retained the instrument with him without any legal justification for unduly long period, for which no satisfactory explanation had been offered. On this charge, the delinquent-employee cannot evade his responsibility by trying to fasten the guilt on the clerk Thiru K. Sekhar, P.W. 4. It is proved that the instrument which was purchased on 26-4-1982 was handed over by the delinquent-employee to P.W. 4 only on 8-6-1982 and it was despatched on 9-6-1982 after P.W. 4 had brought it to the notice of the Manager. Accordingly, the delinquent-employee has to be found guilty of wilful default on this charge, and thereby committing an act prejudicial to the interest of the Bank as contemplated by Para 521(4)(j) of the Sastri Award.

(13) The argument that only if heavy loss is incurred by the Bank that a misconduct under Para 521(4)(j) of the Sastri Award would amount to an act prejudicial to the interests of the Bank is unten-

able. Para 521(4)(j) of the Sastri Award reads as follows :

“Doing any act prejudicial to the interests of the bank, or gross negligence or negligence involving or likely to involve the bank in serious loss.”

According to this clause, it is not necessary that the act prejudicial to the interests of the bank should necessarily involve the bank in serious loss in order to constitute misconduct under Para 521(4)(j). An act prejudicial to the interests of the Bank even if it does not involve the Bank in serious loss if it is shown as detrimental to the functioning of the Bank or bringing discredit to it would still be construed as an act prejudicial to the interests of the Bank to constitute misconduct under the relevant Standing Order. In respect of this instance, it is clear on the evidence on record that the delinquent employee had committed an act prejudicial to the interests of the Bank by wilfully delaying the despatch of the instrument without any justification and evidently to bestow favour on the constituent namely M/s. A.V. Balakrishnan & Sons.

(14) Item No. 7 relates to D.D. Nos. 3241 to 3253, 3256 to 3259 & 3277 which were purchased on 13-5-1982 as disclosed by the entry in the relevant register in Ex M-2 series. It was received in the despatch section on 14-5-1982 and the total transaction amounted to Rs. 3,79,683.86. These instruments were retained by the delinquent-employee who had on his visit to Madras sent them by post to Tirupuliyur Branch, on which they were drawn and were received on 17-6-1982. The fact that the Petitioner was at Madras on 15th and 16th June, 1982 is admitted in his explanation marked as Ex.W-9, wherein he had stated that he was at Madras on 15th and 16th June, 1982 and returned back to Neyveli and submitted his reply to the memos issued to him on 17-6-1982. P.W.2 Thiru N. Swaminathan was working as Branch Manager of Tirupapuliyur at the relevant time and deposed in the domestic enquiry that the distance between Neyveli and Tirupapuliyur was around 50 kms, and the normal time taken for the tapals from Neyveli to Tirupapuliyur is 3 to 5 days. He had further deposed that the Neyveli entry dated 13-5-1982 for Rs. 3,79,683.86, namely, the subject matter of this charge was received by him on 17-6-1982. He had identified Ex.M-9 as the cover in which it was received by ordinary post from Madras. He further testified that the cover was opened in the presence of the Branch Accountant and Head Clerk and was initialled by him and the Head Clerk. Ex. M-9 is the relevant cover and gives the list of cheque which were remitted in the cover amounting to Rs. 3,79,683.86. In respect of this charge, the Enquiry Officer in para 5 of his findings had made this curious observations :

“The prosecution has not clearly established the reason how the Accountant and Head Clerk at Tirupapuliyur Branch were aware of the contents of the ordinary letter received at the Branch and what prompted them to open the cover in their presence and remarks being affixed on the cover to the effect that the cover contained the schedule and cheque for Rs. 3,79,683.86”.

This observation to say the least is strange and manifests the non-application of the mind of the Enquiry Officer to the oral and documentary evidence on record in respect of this transaction which clearly establishes beyond doubt that the delinquent-employee had not only retained these instruments with him for an unduly long period but had posted them from Madras to Tirupapuliyur Branch in flagrant violation of his duty. The act of the delinquent-employee not only discloses wilful default but that he was acting in a manner prejudicial to the interests of the Bank so as to affect its normal functioning. The instance listed as Item No. 7 in Ex W-8 is held proved as constituting misconduct under Para 521(4)(j) of the Sastri Award.

(15) The other charge memo issued to him was Ex.W-10 in respect of cheques purchased as Demand Drafts on 15-3-1982 and despatched only on 13-4-1982. It was further stated in the charge that on account of the delay a draft for Rs. 7000/- issued in favour of Thiru R. Packiriswamy NRB Account holder issued by the International Finance and Exchange Corporation, Doha on Canara Bank, Cuddalore was returned unpaid as the International Finance and Exchange Corporation, Doha had failed in the meantime. It was stated that the Bank was therefore put to a loss of Rs. 7000/-. There is no cogent and concrete evidence adduced to fasten liability on the delinquent-employee for the delay in despatch in relation to this transaction. Thiru Balasubramanian, Branch Manager of the Neyveli Branch examined as P.W.1 in the domestic enquiry had stated that the foreign Bank at Doha went into liquidation in March, 1982. He further deposed (vide Qn. No. 60—Page 20 in the Enquiry Proceedings marked as Ex.W13) that only by a Circular dated 16-4-1982 the Branches were for the first time instructed not to negotiate drafts drawn by the International Finance and Exchange Corporation, Doha and that it is only on 22-4-1982 that branches were advised about the above Company winding up its operations. He had further deposed that till this communication was received at the Neyveli Branch it would have been in order to negotiate instruments drawn on the Company. This transaction admittedly related to a period prior to 16-4-1982 and the delinquent-employee cannot be imputed knowledge of the liquidation of the International Finance and Exchange Corporation Doha in holding him guilty of having caused loss of Rs. 7000/- to the Respondent-Bank. accordingly, this charge is held not proved.

(16) As already adverted, the delinquent-employee is found guilty of misconduct under Para 521(4)(j) of the Sastri Award on the transactions listed as items 6 and 7 in the charge sheet issued to him marked as Ex. W-8. The misconduct committed by the delinquent-employee is of a grave nature and there is no satisfactory explanation apart from trying to fasten the liability on clerk who assisted him in the despatch section and trying to attribute it to the volume of work to be handled. The conduct of the delinquent-employee does not inspire confidence and were clearly acts prejudicial to the interests of the Bank and detriment to its functioning. In the circumstances, the punishment

of dismissal imposed cannot be held to be disproportionate to the gravity of the misconduct committed by the delinquent-employee and calls for no interference. The learned counsel for the delinquent-employee argued that he had good past record of service and Ex. M-12 is the extract of the service sheet belonging to the delinquent-employee. No doubt the service record of the employee does not disclose any prior punishment, but this by itself cannot be a ground to mitigate punishment imposed on him in view of the gross misconduct committed by him without any justification or lawful excuse.

(17) Accordingly, the dismissal order is upheld and the employee Thiru K. S. Krishnamoorthy is not entitled to any relief apart from receiving the provident fund, gratuity and legal dues due to him. Award passed accordingly. There will be no order as to costs.

Dated, this 1st day of September, 1987.

(Sd) Fyze Mahmood
INDUSTRIAL TRIBUNAL.

WITNESSES EXAMINED

For both sides : None.

DOCUMENT MARKED

Per workman :

Ex.F-1|9-6-82—Redistribution of work between E. S. Krishnamurthy and V. S. Sampath. (typed copy)

Ex.W-2|9-6-82—Memo issued to Thiru K. S. Krishnamoorthy for inordinate delay in the despatch of instruments. (typed copy)

Ex.W-3|10-6-82—Memo calling explanation of Thiru K. S. Krishnamoorthy for the delay in the despatch of list.

Ex.W-4|17-6-82—Explanation by Thiru K. S. Krishnamoorthy denying the charge. (typed copy).

Ex.W-5|23-5-82—Memo issued to Thiru K. S. Krishnamoorthy for the delay in the despatch of instruments. (typed copy)

Ex.W-6|7-7-82—Explanation by Thiru K. S. Krishnamoorthy denying the charges that there was delay in the despatch of instruments. (typed copy)

Ex.W-7|16-7-82—Suspension order issued to Thiru K. S. Krishnamoorthy. (typed copy)

Ex. W-8|11-3-83—Charge Memo issued to Thiru K. S. Krishnamoorthy. (typed copy)

Ex. W-9|30-3-82—Explanation to the Charge Memo. (typed copy)

Ex.W-10|28-5-83—Second charge memo issued to Thiru K.S. Krishnamoorthy. (typed copy)

Ex.W-11|20-6-83—Explanation by Thiru K. S. Krishnamoorthy to the Second Charge Memo dated 29-5-1983. (typed copy)

Ex.W-12|14-7-83—Notice for domestic enquiry. (typed copy)

Ex. W-13|15-11-83—Enquiry Proceedings. (typed copy).

Ex.W-14|— —Findings of the Enquiry Officer. (typed copy)

Ex.W-15|1-8-84—Second show cause notice issued to Thiru Krishnamoorthy. (typed copy)

Ex.W-16|7-8-85—Explanation to the Second show cause notice (typed copy)

Ex.W-17|16-8-84—Order dismissing Thiru K. S. Krishnamoorthy from service. (typed copy)

Ex.W-18|17-9-84—Appeal by Thiru K.S. Krishnamoorthy. (typed copy).

Ex.W-19|7-1-85—Order of the Appellate Authority rejecting the Appeal. (typed copy)

Ex.W-20|2-5-85—Dispute raised by State Bank Employees Union against the non-employment of Thiru K. S. Krishnamoorthy. (true copy)

Ex.W-21|24-7-85—Management's letter addressed to the Assistant Labour Commissioner (Central), Madras. (typed copy)

Ex.W-22|30-7-85—Letter from State Bank Employees' Union Madras to the Assistant Labour Commissioner (Central), Madras. (typed copy)

Ex.W-23|8-10-85—Conciliation failure report. (typed copy)

For Management :

Ex.M-1|series—Despatch Register from 1-9-81 to 30-6-82 marked in the domestic enquiry. (5 books)

Ex.M-2 series—D.D. Purchase Register marked in the domestic enquiry. (5 books).

Ex.M-3 series—No. 5 Schedule Book relating to the period marked in the domestic enquiry. (4 books).

Ex.M-4 series—Register for sending Demand Draft purchased at the Branch marked in the domestic enquiry. (2 note books).

Ex.M-5—No. 6 book marked in the domestic enquiry. (2 books).

Ex.M-6—Leave Register marked as document in the domestic enquiry. (2 books).

Ex.M-7|16-4-82—Circular No. I. B. 4.

Ex.M-8|22-4-82—Circular I.B.No. 8.

Ex.M-9|13-5-82—Cheque remittance schedule with the opened postal cover.

Ex.M-10 series 10-6-82 etc.—Acknowledgement slips—12 Nos. all xerox copies issued by the Branch Manager of Thirupapuliur to Neyveli.

Ex.M-11—Extract of typed attested copy of adverse remarks found in the service sheet of the Petitioner.

Ex.M-12—Service sheet of Thiru K. S. Krishnamoorthy, the Petitioner. (xerox copy).

Ex.M-13—Xerox copy of letter from Thiru K. Sekar to the Manager, State Bank of India, Neyveli, dated 10-6-1982.

FYZEE MAHMOOD, Industrial Tribunal
[No. L-12012/211/87-D.II(A)]

का. आ. 2778—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसर्जन में केन्द्रीय सरकार, बैंक ऑफ राजस्थान के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पत्राट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-9-87 को प्राप्त हुआ था।

S.O. 2778.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial disputes between the employers in relation to the management of Bank of Rajasthan and their workmen, which was received by the Central Government on the 17th September, 1987.

BEFORE SHRI M.K. BANSAL, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
CHANDIGARH.

Case No. I.D. 65/1985.

PARTIES :

Employers in relation to the management of Bank of Rajasthan, A.G.M. Bank of Rajasthan-New Delhi.

AND

Their workman-Bachhu Singh.

APPEARANCES :

For the workman :

For the Management :

Shri R.L. Chopra

Shri R.L. Gupta.

Industry : Banking

State-Haryana

AWARD

Dated : 8-9-87

Vide Central Govt. Gazette Notification No. L-12012/27/84-D-4(A) dated 19th March, 1985 the following dispute was referred to this Tribunal for

decision under Section 10(1)(d) of the Industrial Disputes Act, 1947 which is as under :

“Whether the action of the management of Bank of Rajasthan Ltd in dismissing the services of Shri Bachhu Singh Cashier-cum-godown, keeper of Faridabad Branch is justified? If not, to what relief the workman is entitled?”

2. The facts relevant are that workman joined service of Bank of Rajasthan as peon-cum-chowkidar on 8-10-1972 at Balsamand Branch District Hissar. The workman was promoted to the post of Cashier-cum-Godown Keeper in the year 1980 and was posted at Faridabad. According to workman he was preaching the benefits of the trade union to his colleagues and he became President-cum-Secretary of the Union prevailing at the branch of the Bank. That manager of the Bank did not like this act of the workman. That manager in order to sack the workman hatched a conspiracy. That workman was involved in the case of fraud pertaining to the goods of M/s. Krishan Hardware Store Faridabad. That on 8-4-81 the workman was on leave and proceeded to his village in connection of his engagement ceremony. That manager came there. He persuaded the workman to accompany him for some urgent work of the Bank. That workman accompanied the manager. That workman was detained in the Bank up to 11-30 P.M. in the night. That workman was forced to write down a statement. That workman was placed under suspension and departmental inquiry was held. That in the departmental inquiry workman was held guilty. That thereafter punishment of dismissal has been inflicted upon him. Workman alleged that inquiry is vitiated and had because requests of the workman to engage a counsel was disallowed. That inquiry was conducted by the officer of the Bank in the premises of the Bank where atmosphere was quite surcharge. That documents i.e. goods receipt and registers were all seen by the inquiry officer at the Bank of the workman and never come on the file. That workman was not allowed proper opportunity to cross-examine the witnesses. That inquiry concluded in Sep. 1981. That report was submitted by the inquiry officer in May 1982. That during the above period a letter was received from Krishna Hardware Store. That the same was taken into consideration by the inquiry officer without giving any opportunity to the workman. So it was prayed that inquiry is vitiated and order of dismissal is liable to be set aside being based on the above inquiry.

3. The Bank in their reply denied the allegation about inquiry being bad. It was alleged by the Bank that the workman was working as Godown Keeper cum-Cashier in their Branch. That goods alleged to be embezzled were got recovered by the workman at his instance from Krishna Transport Delhi. That workman admitted the said allegation vide his writing. That both the above facts i.e. recovery of goods and giving of letter were proved before the inquiry officer. That inquiry officer belonged to different branch of the Bank. That full opportunity was allowed to the workman to cross-examine the witnesses. It was however admitted that requests of the workman to engage a counsel was disallowed.

4. In reapplication the workman reiterated the allegations made in the claim statement.

5. Following issues were settled by my predecessor Shri I. P. Vasishth.

1. Whether the inquiry is vitiated for any of the reasons pleaded in the claim statement or the reapplication ? OPP.

2. As per the terms of reference ? Opparties Issue No. 1

6. Before discussing the rival contention a brief reference to the facts are necessary. It is admitted that workman was working as Godown Keeper-cum-Cashier, Krishan Hardware Store Faridabad made a complaint in writing to Manager of the Bank on 7th April 1981 that under MTR 3492 dated 23-3-1981 goods worth Rs. 13997 were sent by M's Fobber Co. to the above firm through Shivani Transport Co. to Faridabad. That Manoharlal went to the above Transport Co. to get the goods of another MTR. On inquiry he learnt that some body had taken delivery of the goods of the above MTR No. 3492 after getting MTR released from the Bank. So he prayed for inquiry. Bachoo Singh workman was on leave on that day. The persons of the Shivani Transport Co. identify Bachoo Singh from his photo as one of the person to come to take the delivery of the goods. Manager alongwith party and other stall member of the Bank went to the house of the workman. Workman accompanied them to Delhi and at his instance got the goods recovered from Krishna Agency Chawli Bazar Delhi. These persons told that Rs. 2000 has been taken by Bachoo Singh from them. The said amount was paid to Krishna Agency by Bachoo Singh after taking it from the party. Bachoo Singh also executed pronote in favour of the party for the amount he borrowed. On return to the Bank Bachoo Singh made writtein statement addressed to the manager admitting his guilt. On the basis of the above allegation a charge sheet was served. Inquiry was held. After Inquiry Bachoo Singh was held guilty. Validity of this inquiry is being challenged in the present case.

7. Before discussion the rival contention brief reference to the statement of the workman is very necessary. Workman in cross-examination on the court admitted that after joining service it the Bank as a peon he passed matric examination and thereafter he was promoted. That there were 10 to 12 persons in the Faridabad Branch and all except manager and one Shri D.R. Garg were member of the employees Union. That all these person elected him as office bearer of the Union. That after rejection of his application to engage counsel he never requested for his representation by member of any union. That he conducted the inquiry himself. That he led his defence to his satisfaction. That he fully participated in the inquiry. That inquiry proceedings M1 to M10 are correct and their copies were also given to him. That he never requested the inquiry officer to conduct the proceedings in Hindi. That he had no personal score to settle with the inquiry officer and similarly inquiry officer was not biased against him. This shows that according to the workman in inquiry he had full opportunity to defend himself and he had nothing to say against the inquiry officer.

8. The contention of the workman's counsel is that as request of the workman to engage a counsel was disallowed so it should be deemed that there was no proper inquiry. To support his contention he placed reliance on *Antonic Befurtido Vs. Chairman and Managing Director Bank of India 1983 L.I.C. 613*. This is a D.B. authority of Bombay High Court. In the same it is held that when Bank employee IS CHARGED FOR fraud and misappropriation then Bank employee should be allowed to be represented by a lawyer and disallowing the same would amount to denial of opportunity. Counsel placing reliance on the above continded that as in the present case request of the workman to engage counsel was disallowed so it should be held that there was no proper inquiry. It is no doubt true that charges against workman were of fraud and embezzlement. But question is whether mearly on this ground that he was not allowed engagement of counsel in the inquiry, the departmental inquiry should be set aside or not. I am of the view that in the present case the departmental inquiry need not be set aside. In the present case there is the admission of the workman that inquiry officer was not prejudiced against him. There is admission of the workman that he was allowed full opportunity to cross-examine the witnesses and to had defence. Persual of the inquiry file shows that every page is signed by the workman. There was a request by the workman that he will cross-examine the witnesses after examination in chief of all the witnesses is recorded. The said request was allowed by the inquiry officer. Statements of the witnesses were recorded earlier. Thereafter workman cross-examined the witnesses. In the present case workman can not be deemed to be illiterate because he is none else but president of local union of the Bank. During inquiry he never stated that he should be allowed to be represented by any member of the union. So under the above I am of the view that inquiry can not be held to be bad on this account. Even in the above authority Rule 19-12 of the Bipartite Settlement which gives a discretion of the Bank to refuse the representation by a lawyer the departmental inquiry was not struck down. It was also observed therein that every case have to be judged in the light of the facts of that very case. In the present case fact is clear that in the demostic inquiry full opportunity was allowed to the workman to cross-examined the witnesses. That too after examination in chief of all the witnesses was recorded. So on the ground that request of the workman to engage counsel was disallowed it can not be held that inquiry is bad.

9. The second contention of the workman is that letter received from Krishna Hardware Store after concluding of the inquiry in Sep. 1981 was considered by the inquiry officer without giving any opportunity to the workman. To show that such procedure is bad he placed reliance on 1969 S I R 63 Rc. *Shashi Bhushan Mohanti Vs. State of Orrisa*. In the above authority it is held that if inquiry officer report is based on evidence gathered at the back of the delinquent employee, the inquiry is bad. This authority is not applicable in the present case. The letter of Krishna Hardware Store was only to the fact that they made the compliant in some mistake. By the letter the party wanted to exonete the workman was it considered by the inquiry officer.

So this evidence which came before the inquiry officer was considered by the inquiry officer not for disadvantage of the workman but for his benefit. So no prejudice can be deemed to have been caused to the workman by consideration of the said letter.

10. Next contention of the workman is that evidence before the inquiry officer was not sufficient to prove his guilt because MTR No. 3492 under which delivery was taken never came before the inquiry Officer. That register in which signatures of the person who took delivery was also not produced. That there was no evidence to show that that workman took delivery of the goods. On this account I am of the view that inquiry can not be set aside. Inquiry can only be set aside if it is a case of no evidence. This tribunal will not go into the question whether evidence produced is sufficient to prove the guilt or not. For this reliance he placed on AIR 1977 1512. Even otherwise in the present case the evidence before the inquiry officer was sufficient to prove the guilt. It consists of following three evidences.

1. Statement of Shivani Transport Co. and Krishna Hardware Store the party about recovery of goods at the instance of the workman from Delhi.

2. Execution of pronote by the workman in favour of the party.

3. Confessional Statement made by the workman in writing and given to the manager. Statement of the Bank officials/employees given to the manager in writing stating that the workman has admitted his guilt. The statement of the employees of the Bank during inquiry to prove the said statement of the workman.

The statement of Shivani Transport Co. to the fact that workman took the delivery of the MTR. Workman being godown keeper-cum-Cashier was handing the MTR at the relevant time when it was stolen. Workman could not bring out any reason during cross-examination as to why all the witnesses are deposing against him except that they are deposing under influence of the management which allegation remains unsubstantiated. So I am of the view that there was sufficient evidence in the inquiry against the workman.

12. For the reason detailed above I am of the view that departmental inquiry is not vitiated in the present case. Charges levelled against the workman were duly proved in the domestic inquiry. The domestic inquiry was properly conducted. Full opportunity was allowed to the workman to defend himself. So Issue is decided in favour of the Bank and against the workman.

Issue No. 2

13. As a result of my discussion on issue No. 1 I am of the view that order of dismissal has been passed on proper domestic inquiry and is valid. The reference is answered in favour of the Bank and against the workman.

Chandigarh.

M. K. BANSAL, Presiding Officer.

9-9-87

[No. L-12012/27/84-DIV(A)]

का.आ. 2779.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय जीवन बीमा निगम के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-9-1987 को प्राप्त हुआ था।

S.O. 2779.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of L.I.C. of India and their workman, which was received by the Central Government on the 14th September, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, BANGALORE-560009

Dated 17th day of August, 1987

Sr. B. N. Lalge B.A. (Hon.) LLB. Presiding Officer
Central Reference No. 17/87

Old Central Reference No. 12/84

I PARTY

II PARTL

Sri. B.L.L. Babar
C/o. No. 9 Corporation Building,
Broadway, Hubli-20

V/s

The Chairman
L.I.C. of India
Central Office Yogakashema
Jeevanvima Marg.
Bombay-400021.

APPEARANCES :

For the 1st Party : Sri A.C. Navalur, Advocate

For the IInd Party : Sri M.N. Deshpande, Advocate.

AWARD

The Government of India by its order No. L-170/2/21/83/D IV (A) Dated 8-5-1984 made the present reference on the following points of dispute.

POINTS OF DISPUTE

"Whether the action of the management of L.I.C. of India, Bombay in relation to their Divisional Office, Dharward in terminating the services of Shri B.L. Babar, Part-time sweeper with effect from 11-10-76 is justified? If not, to what relief is the workman concerned entitled?"

2. During the course of the trial, the parties have arrived at a compromise and have filed a joint settlement memo.

3. Thereafter this Tribunal has passed an order is shown below.

ORDER

Parties file a joint memo. The first Party and his counsel, the counsel for the second party and Shri. K. R. Ishwaran for the IInd Party about the contents and execution of the compromise memo. It is in the interest of the Ist Party workman and also in the interests of justice. It is accepted an award is hereby passed in terms of the joint memo. It shall form part of the award.

B. N. LALGE, Presiding Officer
[No. L-17012/21/83-D. IV(A)]

Before the Central Industrial Tribunal Bangalore at
Dharwad

C. R. No. 17/87

B. L. Babar
of Dharwad ... Ist party
V/s.

(1) The Chairman
LIC Bombay
another II party

MEMORANDUM OF SETTLEMENT

Herein, the parties to the dispute humble submit the joint memo as under;

The parties have settled their dispute on the following terms and conditions :—

(1) The Ist party agrees to forego his claim for backwages including other incidental benefits on his reinstatement.

(2) The IInd party agrees to reinstate the Ist party with continuity of service but without backwages in including other incidental benefits.

(3) The IInd party, will issue the order of re-instatement subject to the condition mentioned in the above clauses within a week.

An award may kindly be passed on the above forms and conditions.

B. L. Babar
Signature of Ist party
(Sd.- Illegible)

Signature of
IInd party

Advocate for Ist party Advocate for the IInd party
Dharwad
17-8-1987

(Attested true copy,

K. J. DYVA PRASAD, Desk Officer

श्रम मंत्रालय

नई दिल्ली, २५ सितम्बर, १९८७

का. आ. २७८० :—औद्योगिक विवाद अधिनियम, १९४७ (१९४७ का १४) की धारा १७ के अनुसरण में, केन्द्रीय सरकार, भारत ओवरसीज बैंक लि. के प्रबंधन

से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण तमिल-नाडु, मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को ७-९-१९८७ को प्राप्त हुआ था।

New Delhi, the 25th September, 1987

S. O. 2780.—In pursuance of section 17 of the Industrial Disputes Act, 1947, the Central Government hereby published the award of the Industrial Tribunal, Tamilnadu, Madras as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bharat Overseas Bank Ltd. and their workmen which was received by the Central Government on the 7th September, 1987.

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU MADRAS

Friday, the 21st day of August, 1987.

PRESENT :

Thiru Pyzee Mahmood, B. Sc., B.L., Industrial Tribunal.

Industrial Dispute No. 26 of 1985

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of Bharat Overseas Bank Ltd., Madras.

BETWEEN :

Thiru D. Ravi,
No. 5, 11th Street,
Mangalapuram, Chetput,
Madras-600031.

AND

The General Manager,
Bharat Overseas Bank Limited,
P. B. No. 4507, 'Oxford House',
Mount Road, Madras-600006.

REFERENCE :

Order No. L-12012/28/84-D.IV(A), dated 26-4-1985 of the Ministry of Labour, Government of India New Delhi.

This dispute coming on for final hearing on Wednesday, the 12th Day of August, 1987 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru D. Hariparanthaman, Advocate for the workman and of Thiru N. Balasubramanian, Advocate for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

This dispute between the workman and the Management of Bharat Overseas Bank Limited, Madras arises out of a reference under Section 10 (1) (d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-12012/28/84-D.IV(A) dated 26-4-1985 of the Ministry of Labour for adjudication of the following issue :-

“Whether the action of the management of Bharat Overseas Bank Ltd., in dismissing from service Shri D. Ravi, Sub-Staff, Head Office of Bharat Overseas Bank Ltd., Madras with effect from 31-8-83 is justified? If not, to what relief is the workman concerned entitled?”

(2) In the claim statement, it is stated that the Petitioner Thiru D. Ravi was employed as a messenger in the Respondent Bank from September, 1980. He was confirmed in service by an order dated 22-11-1982 with effect from 1-12-1982 and his last drawn salary was Rs. 596.98 p. per mensem. On 22-1-1983, he was entrusted with a sum of Rs. 630/- by Thiru S. Kesavaraman, the Officer-in-charge of Law Department out of his own funds with instructions to obtain a demand draft for Rs. 625/- from Madras Main Branch of the Bank at Cathedral Road. According to the Petitioner, on the way he met his father and he was informed that his grand-mother had passed away in Thirukkalkundram, Chingleput District and he left without purchasing the demand draft. He was also unable to apply for leave though he had informed about the matter to two employees of the Bank, namely, Thiruvallargal Ramadoss and Michael. Later he was suffering from typhoid fever for about 1 1/2 months and was compelled to spend the amount received from Thiru Kesavaraman towards his medical expenses. Meanwhile the Respondent-Bank sent a notice dated 29-1-1983 that he had misappropriated a sum of Rs. 630/- belonging to a co-employee and absented from duty unauthorisedly from 22-1-1983. Another notice dated 22-2-1983 calling upon his written explanation against the charges framed was also received. In the first week of March 1983 he met the General Manager of the Bank to resume duty. He was refused employment on the ground that an enquiry was to be conducted against him. The Petitioner states that he should have been either given employment or placed under suspension pending enquiry. The Management took a vindictive attitude and kept him out of employment when the enquiry was over. The Petitioner gave a letter dated 8-3-1983 regretting his conduct and stated that he was remitting Rs. 625/- in person to Thiru Kesavaraman. The Management proceeded with the enquiry. The enquiry was conducted without giving full opportunity to the Petitioner to defend

himself and contrary to the principles of natural justice. The findings of the Enquiry Officer were perverse and not based on evidence on record. The first charge levelled against him does not relate to his employment and this would not constitute misconduct as per the conditions of service applicable to the Bank employees. The second charge was also not proved by the Management. At any rate, the extreme penalty of dismissal is harsh and shockingly disproportionate to the misconduct committed. The second charge would constitute only a minor misconduct, for which the order of dismissal could not be inflicted by the Management even if it stands proved. Hence the Petitioner prays that non-employment is unjustified and that he may be reinstated in service with back wages, continuity of service and all other attendant benefits.

(3) In the counter statement filed, the allegations made in the claim statement are denied. It is admitted that he was appointed as a Messenger on probation with effect from 1-6-1982 on a salary of Rs. 596.98p. per month and posted to the Law Department of the Bank. He was confirmed by an order dated 22-11-1982 with effect from 1-12-1982. The Petitioner had misappropriated Rs. 630/- which was entrusted to him by Thiru S. Kesavaraman, Officer-in-Charge of the Law Department on 22-1-1983 to obtain a demand draft. He had also abstained himself from duty without sufficient cause. After the charge memo was issued to him, an enquiry was conducted, in which he was given ample opportunity to put forward his defence. In the enquiry, the Petitioner admitted the charges and did not require any witnesses to be examined. Hence the enquiry cannot be held to be vitiated. The Enquiry Officer found him guilty about the charges and after issue of the Second Show Cause Notice he was dismissed from service. The act of the Petitioner in misappropriating the money belonging to a co-employee is an act prejudicial to the interests of the Bank and is a gross misconduct under the provisions of the conditions of service applicable to the Petitioner. The penalty of dismissal is not harsh or excessive and does not call for any interference in imposing punishment.

(4) The point for consideration is as contained in the reference.

(5) No oral evidence was adduced on either side. Exs. W-1 to W-10 were marked on behalf of the Petitioner and Exs. M-1 to M-3 relied upon by the Management.

(6) At the outset itself it is stated that the learned counsel for the Petitioner did not challenge the validity of the enquiry on any ground and made an endorsement that he is confining his argument only to

the scope of Section 11-A of the Industrial Disputes Act. It is now well settled that under Section 11-A, the Tribunal is at liberty to consider not only whether the finding of the misconduct recorded by the employer is correct but also to satisfy itself regarding the misconduct committed, the punishment to be imposed and the relief to be granted to the concerned workman on the basis of the materials on record and on re-appraisal of the entire evidence.

(7) The Petitioner was employed as a Messenger in the Respondent Bank located at Mount Road, and was confirmed in service on 1-12-1982. On 22-1-1983, he was entrusted with a sum of Rs. 630/- by the Officer-in-charge of the Law Department of the Respondent Bank, under whom the Petitioner was working for the purpose of securing a Demand Draft from the Main Branch of the Bank at Cathedral Road. The Petitioner who left with the money did not turn up for duty. Ex. W-1 is the letter dated 27-1-1983 sent by Thiru S. Kesavaraman to the General Manager of the Respondent-Bank, wherein, he had complained about the Petitioner having been continuously absent from 22-1-1983 after receiving the sum of Rs. 630/- paid to him for the purpose of purchasing a demand draft. On the basis of this complaint, a charge sheet Ex. W-2 dated 29-1-1983 was issued to the Petitioner. The two charges framed against him read as follows :

“(1) Misappropriation of money belonging to a co-employee which is an act of dishonesty affecting your suitability and reliability to continue in the service of the Bank.

(2) Absenting himself from duty unauthorisedly from 22nd January, 1983.”

He was called upon to give a written explanation pending an enquiry to be held on the above charges. In the explanation submitted marked as Ex. W-4 dated 8-3-1983 the Petitioner had stated as follows :

“I request that you please apologise me and I assure you that I will not do the same mistake in future. I am remitting Rs. 625/- in person which has been taken by me, for which act of kindness I shall be ever grateful to you”.

It is only thereafter he had paid the sum of Rs. 600/- to Thiru S. Kesavaraman in two instalments in March and April, 1983 as disclosed by Exs. M-1 and M-2. Ex. W-6 are the proceedings of the Enquiry Officer and his findings. Perusal of this exhibit discloses that the Petitioner had admitted having received Rs. 630/- from Thiru S. Kesavaraman on 22-1-1983 for purchasing a demand draft and misappropriated the amount. He had tendered an explanation that on the way to purchase the demand draft, he was informed about the death of his grand-

mother at Thirukkalu-kundram, Chingleput District and therefore he was unable to purchase the draft. Later he fell ill on account of typhoid fever and had spent the amount of Rs. 630/- towards his medical expenses with the intention that he could remit back the amount on receiving his salary for January, 1983 as soon as he joined back for duty. He could not resume duty as he was under the impression that without repayment of Rs. 630/- he would not be permitted to join duty and would be permitted to join duty only after the enquiry was over. In this context, it is pertinent to note that the Management had not suspended the Petitioner Employee at any time during the course of the enquiry and there is no evidence adduced that he was asked to join duty during the course of the enquiry which he admittedly attended or was paid subsistence allowance. On the other hand, pleadings made on behalf of the Petitioner are to the effect that on the first week of March, 1983 he had approached the General Manager of the Bank for securing employment and was refused employment on the ground that an enquiry was conducted against him and was also not paid the salary from January, 1983. This pleading is also fortified by what is stated in clause (11) of the remark filed by the Bank marked as Ex. W-9 before the Conciliation Officer, wherein it is admitted that the Petitioner had met the General Manager and Thiru Ravi, Officer, Staff Department, but was told nothing could be done as the enquiry was pending against him. The recital in clause (12) of the same exhibit also discloses that he was not paid the salary for January 1983 even though he was not placed under suspension pending enquiry. The Enquiry Officer gave a finding the charge-sheeted employee had not disputed the charge levelled against him and admitted the same by this letter dated 8-3-1983, namely, Ex. W-4 and during the course of the enquiry that he is guilty of (a) misappropriation of money belonging to another member of the staff and (b) for absenting himself continuously from 22-1-1983 onwards without permission or any subsequent intimation to the Head Office. Based on the enquiry findings a second show cause notice marked as Ex. W-7 was issued to the Petitioner as to why he should not be dismissed from services. Ex. M-3 is the reply submitted by the Petitioner to this notice wherein he had tendered apology for having misappropriated the money belonging to Thiru S. Kesavaraman and assured the Management that no recurrence of such incident would be made and prayed for lenient view in the matter. The Petitioner was finally dismissed by an order dated 31-8-1983, namely, Ex. W-8 which reads as follows :

“Your explanation dated 27th August, 1983 submitted in reply to the show cause notice

bearing Ref : 23/218 dated 21-7-83, is not convincing.

As the established charges are very serious in nature, and as it is not desirable to continue your services in the Bank. I am left with no other alternative than to award you the penalty proposed in the show cause notice referred to above.

As such, I hereby pass this order dismissing you from the Bank's service forthwith."

(8) In this context, it may be pointed out that neither in the charge issued nor in the order of dismissal is there any specific mention of the misconduct committed by the Petitioner under the relevant conditions of service applicable to him. The learned counsel appearing for the Bank would contend that the first charge on which the Petitioner has been found guilty would constitute gross misconduct under Clause 19.5 (j) of the Bipartite Settlement applicable to the workman concerned and it would entail dismissal without notice as provided for under Clause 19.6 of the same Settlement. The Second charge would constitute minor misconduct under Clause 19.7(a) "absence without leave or overstaying sanctioned leave without sufficient grounds" punishable under Clause 19.8. The question for consideration would be whether on the evidence and materials on record, the Petitioner can be found guilty on the first charge under clause 19.5(j) for doing any act prejudicial to the interest of the Bank as contended by the learned counsel for the Respondent-Bank. In this context, it is pertinent to point out that the first charge framed against the Petitioner was for misappropriation of money belonging to a co-employee which was construed as an act of dishonesty affecting his suitability and reliability to continue in the service of the Bank. Even the Punishing Authority had merely stated that as the charges established were serious in nature it was not desirable to continue the Petitioner in service of the Bank and it was nowhere alleged at any point of time that the Petitioner had committed an act prejudicial to the interest of the Bank nor is there any finding that it would constitute gross misconduct under Clause 19.5(j) of the Bipartite Settlement applicable to the employees. Though the Petitioner had misappropriated the money which was given to him by a co-employee for the purpose of securing a personal demand draft he was not acting in the discharge of his duties and such an act of dishonesty on his part cannot be construed as an act prejudicial to the interest of the Bank and would not constitute a gross misconduct under any of the sub-clauses under Clause 19.5 of the Bipartite Settlement. Albeit the act of the Petitioner in misappropriating the money belonging to the employee was

dishonourable, it is not enumerated as misconduct in the conditions of service applicable to the Petitioner. Accordingly no disciplinary action could be taken and the punishment of dismissal imposed on the above charge as has been done in this case. The contention put forward on behalf of the Management that even though the first charge framed against the Petitioner does not constitute the gross misconduct enumerated under Clause 19.5 of the Bipartite Settlement yet the act or omission disclosing dishonesty would nonetheless be punishable and dismissal justified on the ground that the Petitioner is not reliable person to continue in service of the Bank cannot be accepted.

(9) The learned counsel for the Petitioner relied upon the observations of the Supreme Court in 1984-1-L.L.J. Page 16 [Glaxo Laboratories (India) Limited vs. Labour Court, Meerut and others] to the following effect :

"Held : Keeping in view the larger objective sought to be achieved by prescribing conditions of employment in certified standing orders, the only construction that can be put of Cl.10 is that the various acts of misconduct therein set out would be misconduct for the purpose of S.O.22, punishable S.O.23, if committed within the premises of the establishment or in the vicinity thereof. What constitutes establishment or its vicinity would depend on the facts and circumstances of each case. (Para 11)

It cannot be left to the vagaries of the management to say *ex post facto* that some acts of omission or commission nowhere found to be enumerated in the relevant standing order is nonetheless a misconduct not strictly falling within the enumerated misconduct in the relevant standing order but yet a misconduct for the purpose of imposing a penalty. The contention that some other act of misconduct which would *per se* be an act of misconduct though not enumerated in the standing order, can be still punished must be rejected." (Page 20)

Reference may also be made to the decision rendered by the Supreme Court in 1985-1-L.L.J. Page 527 (Shri Rasiklal Vaghajibhai Patel vs. Ahmedabad Municipal Corporation and another) where it was held in the following terms :

"Held : It is necessary for the employer to prescribe what would be the misconduct either in the certified standing order of service regulation so that the workman knows the pitfall he should guard against. If after undergoing the elaborate exercise of enumerating misconduct, it is left to the unbridled discretion of

the employer to dub any conduct as misconduct, the workmen will be on tenterhooks and be punished by *ex post facto* determination by the employer. It is well settled cannon of penal jurisprudence removal or dismissal from service on account of the misconduct constitutes penalty in law—that the workman sought to be charged for misconduct must have adequate advance notice of what action or what conduct would constitute misconduct. (Para 4)

Unless an act or omission non-enumerated as misconduct either in the standing order or in the service regulation, it is not open to the employer to fish out some conduct as misconduct and punish the workmen even though the alleged misconduct would not be comprehended in any of the enumerated misconduct. It cannot be accepted that even if an act or omission does not fall in any of the enumerated misconduct, yet for the purpose of service regulations, it would none the less be a misconduct punishable as such."

(Paras 4 & 5)

(10) In the light of the above decisions, I am of the view that the first charge framed and held proved against the Petitioner does not constitute any misconduct under the conditions of service applicable to the workmen and the order of dismissal on this charge can never be sustained. As far as the second charge is concerned, even if it is held to be proved, it tantamounts to only minor misconduct under Clause 19.7 of the Bipartite Settlement. Clause 19.8 reads as follows :

"An employee found guilty of minor misconduct may :

- (a) be warned or censured; or
- (b) have an adverse remark entered against him; or
- (c) have his increment stopped for a period not longer than six months."

The learned counsel for the Petitioner has fairly conceded that the Petitioner would be guilty under Clause 19.7(a) of the Bipartite Settlement for absence without leave pending enquiry though subsequently the Management had refused to give him employment when he had approached them. As the second charge is held proved, the order of dismissal is set aside and the Petitioner stands censured as provided in Clause 19.8(a) of the Bipartite Settlement.

(11) Accordingly, the order of dismissal is set aside and the Petitioner will be reinstated in service with full back wages, continuity of service and other

attendant benefits. There will be no order as to costs.

Dated, this 21st day of August, 1987.

(Sd) FYZEE MAHMOOD
Industrial Tribunal

WITNESSES EXAMINED

For both sides : None.

DOCUMENTS MARKED

For workman

- Ex.W-1/27-1-83 —Letter from Thiru S. Kesavaraman, Officer-in-charge, Law Department to the Management-Bank, (copy).
- Ex.W-2/29-1-83 —Charge memo issued to the workman.
- Ex.W-3/22.2.83 — -do-
- Ex.W-4/8-3-83 —Explanation by the workman to the charge memo. (copy).
- Ex.W-5/8-3-83 —Enquiry Notice.
- Ex.W-6/23-6-83 —Proceedings of the Enquiry Officer and his findings.
- Ex.W-7/21-7-83 —Second Show Cause Notice issued to the workman.
- Ex.W-8/31-8-83 —Dismissal Order.
- Ex.W-9/23-5-84 —Remarks filed by the Bank before the Conciliation Officer. (copy).
- Ex.W-10/28-6-84 —Conciliation failure report. (copy)

For Management

- Ex.M-1/31-3-83 —Letter from Thiru S. Kesavaraman, Officer-in-charge, Law Department of the Bank to the Management-Bank. (photostat copy).
- Ex.M-2/4-4-83 — -do- (photostat copy)
- Ex.M-3/28-8-83 —Reply by the workman to Second Show Cause Notice. (zerocopy).

[No. L-12012/28/84-D.IV(A)]

FYZEE MAHMOOD, Industrial Tribunal

का. आ. 2781—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिन्डीकेट बैंक के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-87 को प्राप्त हुआ था।

S.O. 2781 —In pursuance of section 17 of the Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the industrial dispute between the employers in relation to the Syndicate Bank and their workmen, which was received by the Central Government on the 8/9/87.

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT AT BANGALORE**

Dated : this the 24th day of August 1984

PRESENT

Sri. B.N. Lalgé, B.A. (Hons.) LLB ,

Presiding
Officer

Central Reference No.99/1987

Ist Party

Sri. Prabhakara Hegde
By General Secretary
Syndicate Bank Staff V/S
Association
Anuradha Building
Subedhar Chatram Road
Bangalore-560009.

II Party

General Manager
Syndicate Bank
Head Office
Manipal

APPEARANCES :

For the I Party

Sri. A. Srinivasa Aise,
General Secretary
and T. Sadashiva shetty
President.

For the II Party

Sri. V.H. Upadhyaya Advocate,

AWARD

1. By order No.L-12012/160/86-D II (A) Dated 5-5-1987. The Govt. of India made the present reference on the following point of dispute.

SCHEDULE

2. "WHETHER the action of the management of Syndicate Bank, Bangalore in postponing the increment of Shri Prabhakar Hegde justified? If not, to what relief is the workman concerned entitled?"

3. There-upon the I Party has filed its claim statement and it is stated as follows.

4. M. Prabhakar Hegde clerk Basarikatte Branch availed leave for 27 days on account of sickness between 24-4-82 and 7-8-82 initially leave was sanctioned but subsequently it has been treated as extraordinary leave by letter dated 8-12-83. The Regional Office had informed him that his increment has been postponed by 27 days. As per the Ist bipartite

settlement extraordinary leave on account of illness does not entail in postponement of the increment. In the mini joint meeting dated 15-9-84 held at Bombay, it is agreed that increments postponed on such a ground should be restored. It is prayed that his increment may be restored.

5. The II party management has filed its counter statement and its contentions are as follows.

There was no leave to his credit and therefore extraordinary leave was sanctioned. The period of 27 days from 24-5-82 to 7-8-82 was taken in to account to postpone the increment as per clause 13-36. The management has the discretion to postpone the increment. It is a matter of subjective satisfaction. The I Party cannot compel the sanctioning authority to exercise its discretion in his favour. It is not correct to state that because the Bombay zone has taken a decision. The I Party employee should also get that benefit. The II Party cannot revive all the old cases. If clause 13-36 requires to be amended the union may raise a dispute.

6. Parties agreed to adduce evidence by affidavits file their documents and argue the matter.

7. The affidavits of both the parties have been accepted.

8. Ex. MI W1 to W4 have been got marked.

9. The parties have been heard.

10. My finding on the point of dispute is that, the management is not justified in postponing his increment and that it should be restored.

REASONS

11. In chapter III of the bipartite settlement dated 19-10-66, there are leave rules. Paras 13-34 to 13-36 deal with extraordinary leave. Extraordinary leave can be granted to an employee when no ordinary leave is due to him. Para 13-36 states that no pay and allowances are admissible for the period of extraordinary leave and that it shall not count for increments. The 1st proviso however states that if the authority is satisfied that the leave is taken on account of illness or for any other cause beyond the employee's control, it may direct that it shall count for the purpose of increment. It is not a case of the employee seeking leave for any cases beyond his control but it is a case of leave on account of illness.

12. EXW1 is a letter by the manager of the Bank to the employee stating that leave of 27 days is treated as extraordinary leave on loss of pay. The II party has contended in para 13 of the counter statement that deputy divisional manager, who is a superior officer to the manager of the branch has taken the decision to postpone the increment. EXW2 is the latter in the

connection. However, there is no dispute on the point that the management has granted the extraordinary leave of 27 days on loss of pay. In para 5 of the affidavit filed by the General Secretary of the I Party it has been sworn that the said 27 days extraordinary leave was availed because of the illness of the employee. In para 8 he further swears that at no point of time the management informed him that it was not satisfied about the reason for availing that leave. On the other hand in the affidavit of U.N. Padiyar, the Dy. G.M. of the II party in para 4 it has been stated that the question whether there was illness or whether the leave was availed for any cause beyond his control cannot be spoken to by any other person but the employee himself. Though it has been stated that after being satisfied the II party has made the order as per EXW2 no reasons have been assigned for passing the said order of postponing the increment.

13. The learned counsel for the II party contended that it is a matter of subjective satisfaction of the management and that there cannot be any in-road in the ambit of the discretion of the management as provided in the proviso in para 13-36. If the leave sought for is on account of illness and the management has accepted that the leave was on account of illness and sanctioned the leave as such it does not now lie in the mouth of the management to state that it shall not count for the purpose of increment. The bank is a public institution and any order postponing the increment of an employee affects his rights and emoluments. Such an order can be passed only on assigning reasons and the reasons assigned shall have to stand to the scrutiny of objective assessment and test of the tribunal. Since the order at EXW2 does not assign any reason for postponing the increment. It cannot be said to be a justifiable order.

14. The learned representative for the I Party referred to the proceedings of the mini Joint meeting dated 24-9-84, EXW3 and urged that the personal manager of the II party had also participated in that meeting and as per clause 12 of the annexure to the said letter it has been agreed that increments postponed in such cases will be restored. In reply, it was argued for the II party that the said proceedings apply to the Bombay zone only and not to the Karnataka Zone. Since the management is the same one, I do not find that it can be permitted to discriminate between the employees of one zone and the other unless special circumstances are made out. No such special circumstances have been set out before me.

15. The Learned counsel for the II party relied upon EXM1 dated 3-9-84 which states that past cases of such a nature will not be reopened. The point for consideration is whether the management is justified

in postponing the increment of the employee Prabhuakar Hegde for 27 days as per EXW2 and not whether all the past cases should be reconsidered by the II party. In the context of facts and circumstances placed before me, I find that having granted him extraordinary leave on the ground of illness the management cannot decline to exercise its discretion in favour of the employee as provided in clause 13-36 of the said settlement.

16. The learned representative for the workmen contended that even if the word "May" is used in the proviso to clause 13-36, it shall have to be read as "shall". In support of the same he cited the case of :—

- (1) A.C. Aggarwal Sub Divisional Magistrate, Delhi V/S MST Ramkali etc.
- (2) Sardar Govinda Rao and others verses State of Madhya Pradesh (AIR 1965 Supreme Court Page 1222).
- (3) Ranji Missan Verses State of Bihar (1963 Supreme Court Page 1088).
- (4) K.C.P. Employees Association Madras verses management of KCP limited. [1978 (1) LLJ Page 322].

The authorities support his submission. I find that irrespective of the interpretation of the word "may" of the settlement, the principle that the management shall not discriminate should hold good.

17. In the result an award is passed that the management was not justified in postponing the increment of Prabhakar Hegde and that it shall restore the same. No costs.

B. N. LALGE, Presiding Officer
[No. L-12012/160/86-D.II(A)]

का. आ. 2782—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंडियन बैंक, बंगलौर के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-9-87 को प्राप्त हुआ था।

S.O. 2782.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the industrial dispute between the employers in relation to the Indian Bank, Bangalore and their workmen, which was received by the Central Government on the 7th September, 1987.

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT AT BENGALORE

Dated : this the 27th day of August 1987.

PRESENT :

Sri B.N. Lalge, B.A. (Hons). LLB, . . Presiding Officer
Central Reference No. 21/87
Old Central Reference No. 22/84

I PARTY

II PARTY

Smt. N.G. Jayalakshmi The Manager, Indian
C/o City Textile Workers' Bank,
Union V/s. —Malleswaram Branch,
No. 9 bathing Chat Lane, Bangalore-560003.
Chikpet,
Bangalore-560053.

APPEARANCES :

For the I Party Sri, S. Ramakrishna Advocate

For the II Party Sri, Mahamed Roruddin Advocate

AWARD

1. By order No. F. No. L-12012/10/84-D. II(A)
Dated 4-7-1984 the Central Government has made the
present reference on the following point of dispute.

SCHEDULE

"Whether the action of the management of
Indian Bank, Bangalore in relation to their Malles-
waram Branch, Bangalore in terminating the services
of Smt. N.G. Jayalakshmi, Part time sweeper with
effect from August 1983 is justified? if not, to what
relief is the workman entitled?"

2. There upon, the first party employee has filed
her claim statement and she contends as follows :—

She was employed in the second party Bank and
has worked for more than 27 years, without any
blemish. The second party was paying her very
low wages of Rs. 60 per month. The second party
was due to pay Rs. 360 as on 26-7-1983. The manage-
ment used to harass her. She then contacted the
union for help. The bank did not like the same.
Her wages were illegally with-held. A legal notice
was issued for her wages. The second party did not
pay but removed her from service with effect from
6-8-1973. The management did not comply with
the provisions of law, before terminating her services.
She was a full time employee. She is put to great
hardship. Before the conciliation officer, the second
party put-fourth false contentions. Hence, she
prays for re-instatement with full back wages and
other benefits.

3. The second party management has filed its
counter statement and contends as follows :—

She was a casual part-time sweeper. She was
engaged as such on 1-12-1966 for cleaning the floor
space of the Bank premises. Her work was of 30
to 45 minutes per day and did not exceed 4 or 5 hours
per week. She was paid a consolidated sum for her
work. From November 1980 she was paid Rs. 60
per month. She abandoned her work voluntarily
in December, 1982. A employee attains status of
a part-time worker, as per the bipartite settlement
only if he works for 6 to 13 hours in a week. She
was not sincere in her work. She was a nuisance
to the members of the staff and customers. From
1st December, 1982 she stopped coming for work.
All the efforts to trace her failed. After waiting for
a reasonable time, another person was engaged as
a sweeper on casual basis. The question of the Bank
removing her from service does not arise. No pro-
vision of law is contravened. The allegations made
by her are false. The reference may be rejected.

4. In view of the said pleadings the following addi-
tional issue was raised.

5. Whether the I party proves that termination
amounts to retrenchment under section 2(000) of
the ID Act?

6. The second party has examined two witnesses.

7. The first party has examined the employee
herself.

8. The parties have been heard.

9. My findings on the additional issue and point
of reference is as follows: —

10. Additional issue No.

POINT OF REFERENCE

It is not a case of termination of service by way
of retrenchment or otherwise. But abandonment
under mistake, calling for an order of re-instate-
ment with continuity of service but with no back
wages or other benefits.

REASONS

The main contention of the II party is that the
employee was working for 30 to 45 minutes and
less than five hours a week and she was not at all
a regular employee. MWI Krishnamurthy the mana-
ger of the II party Malleswaram Branch has sworn
that she was working as a casual part-time worker
for about four hours per week. In para 2 he further
explains that she used to sweep the office and dust
the tables and thus used to complete her work within
40 minutes a day. It is admitted by him that he was
working in the said branch only with effect from
15-7-83. According to him she was not working
when he joined that branch, but had abandoned her

services in November 1982 MW2 Vishwamurthy was an officer of that branch from May 1978 to Feb. 1985 and he was sworn that the employee stopped attending to her work from December 1982 and that his attempt to trace her did not turn fruitful. In the cross-examination he however states that he was below the rank of the manager and he had nothing to do with the administration of the bank or as regards the working of the staff. He further concedes that he does not know whether the manager had the residential address of the employee. For the question whether any registered notice was sent to her he has stated that there was no necessity to send such notice. To the question whether they have maintained records for showing that she used to work only for 30 minutes per day. He had stated that the Bank used to pay her on monthly basis calculating daily attendance. The Bank has not produced any record to show the exact timings of her work per day.

1. The Employee Jayalakshmi on the other hand has sworn that she used to work from 7-30 A.M. to 10-30 A.M. and 3 P.M. to 7-30 P.M. and used to do such other work of bringing of water, coffee cleaning of utensils, besides sweeping and dusting. There is one specific pleading about these matters in her claim statement. The admitted fact that she was paid Rs. 60 per month lends support to the evidence of MW1 and MW2 and I find that it can safely be held that her work did not exceed 12 hours in a week, at the most as per the bipartite settlement dated 19-10-1966 Chapter XX person becomes a part-time employee if his work done does not exceed 12 hours a week. From the evidence placed before me a finding arises that I party employee was an employee of the II party Bank from 1-12-66. She fulfils the conditions required to be called as a workman within the meaning of section 2(a) of the I.D. Act.

2. The next question would be whether it is a case of termination of her services with effect from 6-8-83 as contended by the I party or whether it is a case of abandonment with effect from 1-12-82 as contended by the II party. The evidence of MW1 Krishnamurthy who became the Manager of the said branch on 15-7-83 shows that the I Party employee was not at all working in that Bank. In para 3 of his evidence MW1 states that he has no personal knowledge regarding the work entrusted to her before he went here. He had made clear admission that he had not sent any notice to her after he took charge and that the legal notice received from her was sent by him to his higher authorities. The II party has not examined the manager of the said branch who held that office in November or December 1982. The evidence of MW2 Viswamurthy to the effect that she stopped coming for work from December 82 is not supported by any record. An answer has

been elicited from MW1 Jayalakshmi in the cross examination that she did not attend the bank from December 1982. She has however volunteered and stated that because she did not give any medical certificate. The Bank people told her that she may approach any authority and they will not give her any work. In the re-examination she further states that she knows the month and year according to Tamil calendar. I have seen that I party employee Jayalakshmi. The evidence shows that she has been working as a sweeper and it is not the case of the II party that she is literate or an intelligent woman knowing the dates and months or years of the English calendar. In my view the answers given by her in the cross-examination only indicate that for sometime she was absent because she has not produced any medical certificate. The officials of the Bank refuse to take her for work. In my view such absence at the time can be treated as abandonment under mistaken notion which should not entail in indirect termination of her services. There can be no finding of retrenchment within the meaning of section 2(00) of the ID Act because, her admissions in the cross-examination do indicate about abandonment but however it was under the mistaken notion that it was not possible for her to produce any medical certificates for her absence for some period. It cannot be forgotten that she had served the Bank since 1966 and the management did not make any attempt and serve any registered notice to her calling upon her to explain her absence or the alleged abandonment.

3. Under the peculiar facts and circumstances of the case. I find that an award should be passed to the effect that it was an abandonment under mistaken idea regarding absence which should not entail in termination of service and that she should be given only the relief of re-instatement without back wages.

4. In the result an award is hereby passed to the effect that the employee Jayalakshmi shall be reinstated forthwith, with continuity of service but without any back wages and other benefits.

Date 27-8-87

B.N. LALGE, Presiding Officer
[No. L-12012/10/84-D. II(A)]

K.J. DYVA PRASAD, Desk Officer

नई दिल्ली, 23 सितम्बर, 1987

का० आ० 2783:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंडियन बैंक के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-9-1987 को प्राप्त हुआ था।

New Delhi, the 23rd September, 1987

S.O. 2783.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure in the industrial dispute between the employers in relation to the Indian Bank and their workmen, which was received by the Central Government on the 15-9-87.

**BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU
MADRAS**

Monday, the 31st day of August, 1987

PRESENT :

Thiru Fyzee Mahmood, B.Sc., B.L., Industrial Tribunal,
Industrial Dispute No. 90 of 1984.

(In the matter of the dispute between the workmen and the Management of Indian Bank, Madras-1 for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947).

BETWEEN . .

Thiru K. Varadarajan,
12, Subba Mudaliar Street,
Vellippalayam, Nagapattinam-611001.

AND

The General Manager,
Indian Bank,
31, Rajaji Salai, Madras-600001.

REFERENCE :

Order No. L-12012/31/84-D. II. A, dated 6-12-1984 of the Ministry of Labour & Rehabilitation, Government of India, New Delhi.

This dispute coming on for final hearing on Wednesday, the 1st day of July 1987 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru N.G.R. Prasad, for Thiruvalluvar Row and Reddy, Advocates appearing for the Union and of Thiru G. Venkataraman for Thiruvalluvar Aiyar and Dolia, Advocates appearing for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

This dispute between the workman and the Management of Indian Bank, Madras arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-12012/31/84-D. II.A dated 6-12-1984 of the Ministry of Labour and Rehabilitation for adjudication of the following issue :

Whether the action of the management of Indian Bank, Madras in relation to their Koothanallur Branch in dismissing from service Shri K. Varadarajan, Clerk/Shroff with effect from 6-4-82 is justified ? It not, to what relief is the workman concerned entitled ?

2. In the claim statement filed by the Petitioner it is stated that the Petitioner was employed in the Respondent-Bank and he had put in 25 years of service. At the time of his termination of services, he was working as a Clerk at Koothanallur Branch, Thanjavur District on a monthly salary of Rs. 1156 per month. He was served with a memo dated 15-6-1978 stating that he had received Rs. 5000 in two instalments during June, 1975 from one Thiru Vilvam promising to secure him a job in the Bank. The Petitioner rendered an explanation denying the allegation. Subsequently, a domestic enquiry was conducted. The Enquiry Officer found him guilty of the charge. Based on the findings of the Enquiry Officer, after issue of a Second Show Cause Notice he was dismissed from service by an order 6-4-1982. Appeal filed by him was also rejected. It is contended that the Punishing Authority had not taken into account his past unblemished record of service. It is alleged that the charge levelled against the Petitioner would

not constitute misconduct under Clause 19.5 (j) of the Bipartite Settlement which would be attracted only if acts prejudicial to the interest of the Bank involving the Bank in serious loss are committed. It is stated that the findings of the Enquiry Officer were perverse and not supported by evidence on record. At any rate, the punishment imposed is grossly disproportionate to the gravity of the misconduct committed and warrants interference under Section 11-A of the Industrial Disputes Act. Hence it is prayed that he may be reinstated in service with back wages, continuity of service and other attendant benefits.

3. In the counter statement filed by the Respondent-Bank, the allegations made in the claim statement are denied. A complaint was received from one Thiru H. Vilvam on 29-8-1977 that the Petitioner had received Rs. 5,000 from him promising to secure a job in the Respondent-Bank and had failed to repay the amount though he did not get the job as promised. On 15-6-1978, a charge memo was issued to the petitioner in respect of the above incident and he had submitted an explanation denying the allegation. An enquiry was conducted, wherein he was given full opportunity to defend himself. Based on the findings of the Enquiry Officer which were substantiated by evidence on record, the Petitioner was dismissed from service after issue of a Second Show Cause Notice as required. The misconduct committed by the Petitioner is an act prejudicially affecting the interest of the Bank as contemplated under Clause 19.5 (j) of the Bipartite Settlement. The Respondent-Bank in asking the complainant to lodge a complaint with the police would have given publicity and the entire system of selecting the candidates for appointment in the Bank would have become a matter of suspicion in the eyes of the public resulting in tarnishing the image of the Bank. The Punishing Authority had taken into account the past record of service of the Petitioner, and the gross misconduct committed and the punishment of dismissal imposed does not call for any interference.

(4) The point for consideration is as contained in the reference.

(5) No oral evidence was adduced on either side. Exs. W-1 to W-18 were relied upon by the Petitioner-employee and Exs. M-1 to M-16 marked on behalf of the Management-Bank.

(6) At the outset itself, it may be mentioned that the learned counsel for the Petitioner did not challenge the validity of the domestic enquiry conducted against the Petitioner on any ground. An endorsement was made by the learned counsel for the Petitioner that he is confining his argument only to the scope of Section 11-A of the Industrial Disputes Act and not challenging the validity of the domestic enquiry. It is now well settled that under Section 11-A of the Industrial Disputes Act, the Tribunal is at liberty to consider not only whether the finding of the misconduct recorded by the employer is correct but also to satisfy itself one way or other regarding the misconduct committed, the punishment to be imposed and the relief to be granted to the concerned employee on the basis of the materials on record and on reappraisal of the evidence.

(7) The Petitioner was working as a Clerk in the Koothanallur Branch of the Indian Bank. On 15-6-1978, he was issued with a charge memo marked as Ex. W-15 which read as follows :

"(1) That you received Rs. 5000/- from Shri H. Vilvam, B.Sc., Karnavur Post (via) Perugavazhandan, in two instalments somewhere in June, 1975 and after promising him to get a clerical post in the Bank.

(2) That Shri R. Thirugnanasambantham of Attur was a witness to the payment of money to you.

(3) That you neither got appointment to Shri H. Vilvam nor returned the money to him in spite of several reminders."

To the above charges, the Petitioner gave an explanation on 23-6-1978 marked as Ex. W-1 where he denied having

received Rs. 5,000/- from the said Vilvam on the promise to get him a job in the Indian Bank. He further stated that he had no contact with either Thiru Vilvam or Thiru Thirugnanasambandan who were related to him, but were inimically disposed towards him on account of family disputes. By a subsequent communication Ex. W-2 a further explanation was called for from the Petitioner and he was informed that the Bank were in possession of letters written by the Petitioner to Sri Vilvam promising him to secure a job in the Bank and about meeting Shri Thirugnanasambandan in this connection. The Petitioner sent another explanation Ex. W-3 dated 11-7-1978 where he reiterated that at no point of time he had dealings with Thiru Vilvam or Thiru Thirugnanasambandan and that he had not written any letter to them in connection with securing a job in the Indian Bank. Subsequently, Ex. W-16, another charge memo was issued to him based on the same allegations stating that he had committed an act prejudicial to the interest of the Bank constituting gross misconduct as contemplated by Clause 19.5(j) of the Bipartite Settlement dated 19-10-1966 and informing him that an enquiry would be conducted on the above charge. Thereafter an enquiry was conducted, wherein the Petitioner had participated and was given ample opportunity to put forward his defence. Ex. W-6 are the findings of the Enquiry Officer. Two witnesses Thiruvallal Vilvam and Thirugnanasambandan were examined before the Enquiry Officer and ten exhibits were marked in the domestic enquiry. Even though some minor contradiction were elicited from M.W. 1 and M.W. 2 (in the domestic enquiry) as to who had actually paid the charge-sheeted employee the sum of Rs. 5000/- in two instalments, the Enquiry Officer had thought fit to accept the evidence of M. Ws. 1 and 2 holding that the money was received by the charge-sheeted employee from Thiru Vilvam (M.W.1) in the presence of Thiru Thirugnanasambandan (M.W.2). The Enquiry Officer also rejected the plea of the Petitioner that he had no dealings with the two witnesses on account of family feud existing between him and Thirugnanasambandan (M.W.2). In this connection he referred to the letters (marked as Ex. M-6) series in the domestic enquiry) and marked as Exs. M-2 to M-10 before the Court written by the Petitioner to Thiru Vilvam, wherein he was assuring Thiru Vilvam of securing him a job in the Respondent-Bank and having conveyed the details to Thirugnanasambandan. On this basis, the Enquiry Officer had held the charges as proved and the Punishing Authority had concurred with the findings rendered. The Petitioner was dismissed after issued of a Second Show Cause Notice for having committed a gross misconduct under Clause 19.5(j) of the Bipartite Settlement dated 19-10-1966. The Punishing Authority as disclosed by the order Ex. W-17 had taken into account the past record of service of the Petitioner and Exs. M-15 and M-16 have been marked on behalf of the Management to prove that his past record of service was not unblemished.

(8) The main contention raised by the learned counsel for the Petitioner is that the Enquiry Officer had erred in holding that the charge framed stands proved on the evidence adduced in the enquiry and the findings of the Enquiry Officer are assailed as perverse. In this context it is pertinent to note that the entire proceedings against the petitioner were launched on the basis of a written complaint made by Thiru Vilvam to the Management, marked as Ex. M-11 dated 27-8-1977 wherein for the first time he had alleged that he had paid Rs. 5000/- to the Petitioner about two years back for the purpose of securing him a job in the Respondent Bank and had raised this amount by pledging some article belonging to him which amount had not been repaid. Admittedly, this complaint had been made by Thiru Vilvam, two years after the alleged payment of Rs. 5000. No details were given in this complaint about the month in which the payment was made or whether it was paid in any instalments. In the second communication marked as Ex. M-14 received by the Bank from Thiru Thirugnanasambandan examined as MW2 in the domestic enquiry which remains un dated as even noted by the Enquiry Officer (marked as Ex. M-10 in the domestic enquiry an averment was made that the amount of Rs. 5000/- was paid in June, 1975 in two instalments. This petition did not mention how the money was raised. According to MW2, he had sent this communication somewhere in January 1978. The evidence discloses that some what different version was sought to be put forward in Ex. M-14, wherein it was stated as mentioned that amount of Rs. 5000/- was paid in two instalments to the

petitioner for securing a job for Thiru Vilvam in the Indian Bank whereas in the earlier complaint Ex. M-11, it was merely mentioned that a sum of Rs. 5,000/- was paid. As admitted earlier in Ex. M-11, it was also mentioned that the amount was raised by pledging some articles belonging to Thiru Vilvam (MW1 in the domestic enquiry) whereas Ex. M-14 is curiously salient about how the amount was raised.

(9) The learned counsel for the Petitioner has stressed on the long inordinate delay in filing the complaint and the developments that have subsequently taken place in shaping the case. In this context, he has referred to the evidence of MW1 that in April, 1975 he had approached the Petitioner along with MW-2 who had informed him that he would secure him a job in the Indian Bank if he paid him Rs. 5000/- which was to be given to one Thiru Vellian the Union President for the purpose of securing him a job. In respect of this demand, there is no corroborative evidence either oral or documentary. His evidence further discloses that he had subsequently in the presence of MW2 paid a sum of Rs. 2500/- by selling the paddy in his land. No documentary evidence was adduced to disclose that he had raised the amount by selling paddy. Moreover, is contradictory to the recital in Ex. M-11 that he had raised the amount Rs. 5000/- which was paid to the Petitioner by pledging some articles belonging to him. It would also be interesting to note that the balance of Rs. 2500/- was obtained by pledging his mother's jewels at Perugavazhandan Branch of the Indian Bank. If this were to be true one would have expected the witness to have produced the documentary evidence to substantiate this fact and corroborate his testimony that he had secured the loan by pledging of the jewels belonging to his mother. On the other hand no such documentary evidence was produced before the Enquiry Officer nor any reason given as to why it was not done. Moreover, as rightly pointed out by the learned counsel for the Petitioner, the testimonies of these two witnesses who were admittedly bribe-givers regarding the payment of Rs. 5000/- in two instalments and the manner in which the loan was raised are doubtful in the light of the documentary evidence on record and the fact that these witnesses had made belated complaint of the incident and improved their versions at every stage. In the absence of corroboration either oral or documentary regarding the demand of payment of amount of Rs. 5000 alleged to have been raised by the Petitioner and in the light of the infirmities in the evidence of these two witnesses examined in the domestic enquiry it cannot be held that the Petitioner had received a sum of Rs. 5000/- from them to hold the charge as proved. It is no doubt true that the letters written by Thiru Vilvam to the Petitioner marked as Exs. M-2 to M-10 belie the defence put forward by the Petitioner that he had no contact with either of these two witnesses at any point of time on account of family enmity. However, the falsity of the defence cannot by itself prove the charge levelled against the Petitioner. The contents of these letters no doubt disclose that the Petitioners had assured Thiru Vilvam of securing a job in the Indian Bank and MW-2 was also informed about it, but none of these letters make any reference to the Petitioner having demanded or received any amount from either of these witnesses at any point of time for the purpose of securing job to Sri Vilvam examined as MW-1 in the domestic enquiry).

(10) On the reappraisal of the oral and documentary evidence on record, I am of the view that the charge as framed against the Petitioner has not been conclusively proved by cogent and convincing evidence and the findings of the Enquiry Officer cannot be sustained. Accordingly, it follows that the punishment of dismissal based on such findings has to be set aside.

(11) This apart, it is a moot point whether on the allegations levelled even if they are held proved it would constitute misconduct under Clause 19.5(i) of the Bipartite Settlement dated 19-10-1966. The charge against the Petitioner was that he had received Rs. 5000/- from Thiru Vilvam in the presence of Thiru Thirugnanasambandan in June, 1975 promising to get him a job in the Respondent-Bank and he had failed to repay the amount of secure him the job. The question for consideration would be whether such conduct would constitute an act prejudicial to the interest of the Bank as contemplated by Clause 19.5(j) of the Bipartite Settlement. An act prejudicial to the interest of the Bank need not necessarily cause serious loss to the Bank but it should be such an act as to bring disrepute or discredit to the Bank, or

detrimental to its interests and one committed by the Petitioner in the discharge of his duties. In the instant case, even according to the case put forward by the Management, the Petitioner had received the amount of Rs. 5000/- assuring to secure Thiru Vilvam a job in the Respondent Bank by paying the amount to one Thiru Velliam, the President of the Union. It is not the case of the Management that the Petitioner had misused his official position in trying to secure a job to Thiru Vilvam by receiving Rs. 5000/- from him in his official capacity or by trying to influence any superior officer of the Bank. In other words, the monetary transaction which had taken place between Thiru Vilvam and the Petitioner had nothing to do with the functioning of the Bank or fell within the discharge of duties belonging to the Petitioner as an employee of the Bank to hold that it was an act prejudicial to the interest of the Bank. The Punishing Authority had merely accepted the findings of the Enquiry Officer and stated that he had committed an act prejudicial to the interest of the Bank. No reasons were given by the Punishing Authority as to why it had come to such a conclusion and how the misconduct committed by the Petitioner would constitute an act prejudicial to the interest of the Bank. The Appellate Authority had merely stated that it agrees with the Disciplinary Authority that the charge proved against him amount to gross misconduct under Clause 19.5(j) of the Bipartite Settlement. It is extremely doubtful whether the allegation of the charge even if held proved would constitute misconduct under Clause 19.5(i) of the Bipartite Settlement. At best it can be argued that it might amount to minor misconduct under Clause 19.7(g) of the Bipartite Settlement which reads as follows :

"19.7. By the expression "minor misconduct" shall be meant any of the following acts and omission on the part of an employee :

(g) attempt to collect or collecting monies within the premises of the bank without the previous permission of the management or except as allowed by any rule or law for the time being in force."

Such minor misconduct will not entail the order of dismissal. On this ground also, the Petitioner has to succeed.

(12) Accordingly, the order of dismissal passed on 6-4-1982 marked as Ex. W-17 as confirmed in appeal by order dated 25-6-1982 marked as Ex. W-9 is set aside and the Petitioner is directed to be reinstated in service with full back wages, continuity of service and other attendant benefits. There will be no order as to costs.

Dated, this 31st day of August, 1987.

Sd/-

FYZEE MAHMOOD, Industrial Tribunal

WITNESSES EXAMINED

For both sides : None

DOCUMENTS MARKED

For Workman

Ex. W-1/23-6-78—Letter from Thiru K. Varadarajan, Petitioner, to the Branch Manager, Indian Bank, Koothanallur. (Typed copy).

Ex. W-2/4-7-78—Letter from the Head Office to the petitioner.

(Typed copy).

Ex. W-3/11-7-78—Reply from the Petitioner to Ex. W-2.

(Typed copy).

Ex. W-4/19-6-81 Management representative's submission regarding the charge.

(Typed copy).

Ex. W-5/13-5-81—Defence submissions by the Defence Representative.

(Typed copy).

Ex. W-6/13-5-81—Findings of the Enquiry Officer).

(Typed copy).

Ex. W-7/18-2-82—Show cause notice issued to the Petitioner.

(Typed copy).

Ex. W-8/29-3-82—Reply from the Petitioner to the Show Cause Notice.

(Typed copy).

Ex. W-9/26-6-82—Order of the Appellate Authority.

(Typed copy).

Ex. W-10/20-12-82—Petition filed by the Petitioner u/s. 2(A) before the Assistant Labour Commissioner.

(Central).

(Typed copy).

Ex. W-11/10-1-83—Reply from the Management to the Assistant Labour Commissioner (Central) for Ex. W-10.

(Typed copy).

Ex. W-12/18-2-83—Petitioner's reply to the Assistant Labour Commissioner (Central).

(Typed copy).

Ex. W-13/12-3-83—Rejoinder sent by the Management to the Assistant Labour Commissioner. (Central).

(Typed copy).

Ex. W-14/17-9-83—Conciliation failure report sent by the Assistant Labour Commissioner. (Central).

(Typed copy).

Ex. W-15/15-6-78—Charge memo issued to the Petitioner by the Management.

(Typed copy).

Ex. W-16/10-10-78—Charge sheet issued by the Management to the Petitioner.

(Typed copy).

Ex. W-17/6-4-82—Dismissal order issued to the Petitioner by the Management. (typed copy).

Ex. W-18/22-5-82—Appeal submitted by the Petitioner before the Disciplinary Authority.

For Management

Ex. M-1/13-5-81—Xerox copy of Enquiry Proceedings.

Ex. M-2/16-7-75—Xerox copy of letter petitioner written to Visvam.

Ex. M-3/8-8-75—Xerox copy of letter from the Petitioner to Vilvam.

Ex. M-4/23-4-76—do

Ex. M-5/4-6-76—do

Ex. M-6/26-7-76—do

Ex. M-7/24-8-76—do

Ex. M-8/5-11-76—do

Ex. M-9/22-1-76—do

Ex. M-10/10-7-75—do

Ex. M-11/29-8-77—Xerox copy of the letter from H. Vilvam to the Management.

Ex. M-12/25-9-79—Xerox copy of letter from H. Vilvam to Thiru G. Murugesan of Personnel Department of Indian Bank.

Ex. M-13/29-9-79—Xerox copy of letter from Thiru G. Murugesan to H. Vilvam.

Ex. M-14—Xerox copy of letter from R. Thirugnanasambandam to the Management.

Ex. M-15/9-8-74—Xerox copy of letter from the management to the Petitioner regarding the misappropriation of money from K. Ratnam Pillai.

Ex. M-16/15-3-76—Xerox copy of order of the Management ordering stoppage of increment to the Petitioner.

FYZEE MAHMOOD, Industrial Tribunal

[No. L-12012/31/84-D.II(A)]

का० आ० 2784 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार, को 15-9-1987 को प्राप्त हुआ था।

S.O. 2784.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the industrial dispute between the employers in relation to the Union Bank of India and their workmen, which was received by the Central Government on the 15-9-87.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated, this the 17th Day of August, 1987

PRESENT :

Sri B. N. Lalge, B.A. (Hon.) LLB.—Presiding Officer.
Central Reference No. 57/87
Old Central Reference No. 22/86

I PARTY

Sri Kishan Singh @ Hari Singh,
C/o Sri N. Chandrashekaraya,
Advocate, Maktalpeth, Raichur,
Karnataka State.

V/s.

II PARTY

The Regional Manager,
Union Bank of India, 659-60,
Raviwarpath, P.B. No. 129,
P.O. Belgaum-590002.

APPEARANCE :

For the I Party—Sri N. Chandrashekarayya, Advocate,
Raichur.

For the II Party—Sri S. N. Murthy and K. R. Anand
Bangalore.

AWARD

1. By Order No. L-12012/270/85-D.II(A) dated 7-10-86. The Government of India had made the present Reference to the Presiding Officer Industrial Tribunal Gandhinagar, Bangalore.

2. After this tribunal was constituted by a general order No. L-11025/A/87-D-IV(B) dated 13-2-1987. The matter was transferred to this tribunal. The present dispute is at Sl. No. 59 in the said order.

3. The Point of dispute is as follows :

SCHEDULE

“Whether” the action of the management of Union Bank of India, Belgaum region in terminating the services of Shri Kishan alias Shri Hari Singh and not considering him for further employment under section 25H of I.D. Act, 1947 is justified? If not, to what relief is the workman concerned entitled?

4. The I Party workman has then filed his claim statement. He states as follows :

5. He was appointed as a subordinate staff in the II Party at its Raichur branch on 13-6-75. The appointment was till proper arrangements were made by the staff department. The basic pay was Rs. 116 with H.R.A. The management had

reserved right to terminate his services before the expiry of the period by giving 14 days notice or by payment of 14 days. He had been given a chance for further appointment by passing an interview on 23-9-75. His services were terminated without 14 days notice. No proper arrangements were made by the staff department. Termination of his services is illegal. Hence it is prayed that termination may be declared as illegal, for re-instatement with full back wages and to direct the II Party to consider him for further employment and for damages of Rs. 1 lakh.

6. The management had then filed its counter statement and its contentions are as follows.

He was appointed as a temporary sub-staff on 10-7-1975 and not on 13-6-75. His services were terminated on 23-9-75. and it is in accordance with the terms and conditions of the order of appointment. He was appointed in the vacancy which arose on account of transfer of one Sri V. N. Kottan. Proper arrangements were made, and there was no necessity to give him 14 days notice, when his services were terminated. The bank had the right to appoint the temporary workman under clause 20.8 of bipartite settlement dated 14-10-66. Under clause 20.7 of the same he was appointed for a limited period. It does not amount to retrenchment. Sections 25F and 25H are not attracted. The dispute had been raised after lapse of 10 years and the II party will be put to great hardship if his prayer is allowed. The reference may be rejected.

7. In view of the said pleadings the following two additional issues had been raised.

(a) Whether the I party proves that termination of his service by the II party is violative of the conditions given in the appointment order?

(b) Whether the II Party proves that this reference is liable to be rejected for the delay and laches on the part of the I party workman as contended in para 5 of their counter statement?

8. The I Party workman has examined himself and has got marked Ex. W1 to W10.

9. The II Party has examined one witness.

10. The Parties have been heard.

11. My findings on the additional issues and point of reference are as follows :

Additional Issue No. 1. No notice was required to be given.

Additional Issue No. 2 :—Yes.

POINT OF REFERENCE

The management was justified in terminating the services and not considering him for further employment.

REASONS

12. Additional Issue No. 1 :

MW1 S. K. Shankar was the manager of the II Party Branch at Raichur between 1973 and 1975. He has sworn that because alternate arrangements were made the services of the I Party workman were terminated. He further states that there was no need to comply with the term of appointment that 14 days notice should have been given to him. There is no case pleaded by the II party that 14 days notice was ever given to him before terminating his service. It is their case that order of appointment Ex. W-1 itself show that the appointment was made on the condition that as soon as arrangements were made by the staff department his services would stand terminated automatically and if the II party intends to terminate his services before such arrangements are made their only 14 day notice should be given. Clause 3 of Ex. W1 states that he had been appointed on purely temporary basis for the temporary vacancy, without any interview or medical examination. On page 74 of the book memoranda of bipartite settlement Paras 20.7 and 20.8 of the settlement dated 19-10-66 have been shown. They do provide for temporary appointment which may not exceed

3 months. The only right that such a person gets is that such service shall be counted for his probation, if he is eventually selected. In para 4 of his evidence MW1 Shankar has specifically sworn that subsequently alternate arrangements were made as per bipartite agreement. As stated earlier clause 1 of Ex. W1 reads as follows:

1. As soon as the arrangements were made by the staff department his temporary service will stand automatically terminated " ". The learned counsel for the I party did not point out to any provision of bipartite settlement or law to support his contention that even when a person is appointed as a temporary sub-staff in the vacancy caused by a transfer but which lasts only till alternate arrangements are made to fill up the said posts 14 days notice is necessary. The contention of the I party that he was appointed, on 10-7-75 on temporary basis is supported by the order of appointment Ex. W1. WW1 Kishan Singh has sworn that he was removed from service on 23-9-75. Supposing that his services were terminated on 23-9-75 it means that he worked for about 85 days, only. In para 5 of his evidence MW1 Shankar states that the I Party workman worked for about 76 days. The Learned Counsel for the I party did not point out to any law, rule or any provision of bipartite settlement or agreement to support his contention that even if a person who has worked for about 75 days in a vacancy of a limited nature caused by a transfer, he is entitled to retrenchment notice or one month's wages etc.

13. The Learned Counsel for the II party contended that as per the provisions of para 20.7 and 20.8 of the settlement dated 19-10-66 a person appointed as a temporary employee for such a period does not get any right and that termination of his services in pursuance to a letter such as Ex. W1 is valid.

14. The Learned Counsel for the I party on the other hand argued that he was entitled for 14 days notice as per Ex. W1 and since his services have been terminated to accommodate his own man by the then manager it is illegal. In para 11 of his evidence MW1 Shankar denies the suggestion that in order to appoint one Shankar he terminated the services of the I party workman. Page 43 of the "Book of instructions" has been produced before me to show that some of the books and records are preserved only for the 6 years and some others only for 3 years. The dispute regarding which the cause of action has arisen in September 1975 has come up for hearing on 19th July, 1987 and under such circumstances it would be unreasonable to expect the II party to produce the relevant documents showing as to what alternate arrangement had been made to fill up the temporary vacancy caused by the transfer of Kotian. In my opinion the evidence of MW1 Shankar proves for the II party that alternate arrangements were made by the concerned department in routine course of business and as a consequence the services of the I party workman, were terminated since there is nothing in Ex. W1 to indicate, that irrespective of the alternate arrangements the I party workman was entitled to 14 days notice. I find that no condition of Ex. W1 has been violated and there is no breach of the contract of the service.

15. Additional Issue No. 2:—

WW1 Kishan Singh swears in para 6 that in 1984 he made enquires about his rights in connection with his services rendered to II party Bank. However, the Learned Counsel for the I party pointed out to the Acknowledgement, Ex. W2 and urged that the petition sent by the workman to the Honorable President of India on 13-1-77 was referred to the Finance Department and that there was no delay. Similarly Ex. W3 dated 30-5-77 is a copy of the representation made to the Honorable Prime Minister of India. Another acknowledgement from the office of the President dated 17-12-77 EX W4 was also pointed out to me. EX W6 is a copy of the letter dated 24-11-77 for which Ex. W4 is the Acknowledgement. EX W5 dated 28-2-78 another Acknowledgement from the office of the President, for the representation dated 6-2-78. EX W8 is the reply from the Government of India to the I Party and it shows that since he had worked on purely temporary basis his service could not be continued. EX W9 dated 27-7-84 is an office copy of the letter addressed to various authorities. EX W10 dated 20-5-83 is a letter by the branch manager to the I Party. In para 6

of his evidence WW1 Kishan Singh admits that he knew that he should approach the court for redress and he was also advised by the union leaders to that effect. It thus follows that there is no conviction explanation as to why he did not initiate the conciliation proceedings before the labour authorities earlier the record thus discloses that there is inordinate delay and the I party workman is himself responsible for the same.

16. POINT OF DISPUTE

The evidence produced by the II party proves that the II party was justified in terminating his services. The Learned Counsel for the I party did not point out to any provision of law, which entitles the I party to have his case considered for further employment. The order of reference states that this tribunal should answer whether his case deserved to be considered under section 25 M of the I.D. Act. It is not a case of retrenchment to which the provisions of chapter V A of the I.D. Act would apply section 25 F lays down the conditions which should be complied with before retrenching a workman. It applies only to a workman who has been in continuous service for a period of not less than one year which shall have to be calculated in the light of the provisions of the section 25-B of the I. D. Act. In my opinion the evidence of MW1 Shankar proves that the II Party was justified in not employing him since alternate arrangements were made to fill in the temporary vacancy caused by the transfer of Kotian.

17. In the result an award is hereby passed that the II party was justified in terminating the service of the I party workman Kishan Singh and not considering him for further employment.

B. N. LAJGE, Presiding Officer
[No. L-12012/270/85-D-II (A)]

का. आ. 2785 :—औद्योगिक विवाद, अधिनियम 1947 (1947 का 14) की धारा 17 के अनुशरण में, केन्द्रीय सरकार, ओरियेंटल बैंक ऑफ कामर्स के प्रबंधक से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंजाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-9-87 को प्राप्त हुआ था।

S.O. 2785.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi, as shown in the Annexure, in the industrial dispute between the employers in relation to the Oriental Bank of Commerce and their workmen, which was received by the Central Government on the 7th September, 1987.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL,
NEW DELHI

I. D. No. 52/86

In the matter of dispute between :

Shri Mahabir Singh s/o Shri Thakaria Singh, r/o village Barola, District Ghaziabad.

Versus

The Management of Oriental Bank of Commerce, through The General Manager, H. O. Harsha Bhawan, Connaught Place, New Delhi.

APPEARANCES :

Shri O. P. Sharma for the workman,
Shri Nityanandan for the Management.

AWARD

The Central Government in the Ministry of Labour vide its notification No. L-12012/117/85-D.IV(A) dated 17th May, 1986 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the Manager of Oriental Bank of Commerce, Barola Branch in terminating the

services of Shri Mahabir Singh, Peon from 1-4-1981 is justified? If not, to what relief is the workman concerned entitled?"

2. Some of the undisputed facts are that the workman Shri Mahabir Singh was appointed as a Peon in the subordinate staff cadre of the Oriental Bank of Commerce (hereinafter referred to as Bank) in its branch at Barola w.e.f. 20-8-1980 and he worked there till 31-3-1981 and he had put in a total number of 226 working days. His services were terminated w.e.f. 1-4-1981. The vacancy against which the workman was employed was permanent and ultimately it was filled by appointing one Shri Sushil Kumar on 29-7-1983. In the intervening period between 1-4-81 to 28-7-83 a number of other persons were appointed for short durations. (The workman has placed on record a list of the persons alongwith periods they worked for the whole of the period 1-4-81 to 28-7-83 (which has not been rebutted). The Management did not make any offer to the workman when persons mentioned in the said list were appointed or when Sushil Kumar was appointed on a permanent basis. The Management also did not serve any notice on the workman nor paid him any wages in lieu of notice nor paid any retrenchment compensation. The workman's name was not sponsored by any employment exchange when the post was filled on permanent basis.

3. The case of the workman is that the termination of his services was made w.e.f. 1-4-1981 when he had completed 226 working days and was about to complete 240 days of the I. D. Act, 1947 (hereinafter referred to as the Act) and, therefore, the Management was guilty of unfair labour practice. His continued employment for 226 days on temporary basis against a permanent vacancy was also an unfair labour practice. There was also violation of section 25-H of the Act and clause 20.12 of the Bipartite settlement as no offer was given to him when other persons were appointed. There was also violation of paras 495 and 522(5) of the Shastri Award as no appointment letter or order of termination in writing was given to the workman.

4. The case of the Management is that according to policy of the Bank temporary appointment is to be restricted to 89 days but in this case the Manager of the Branch violated the instructions for which disciplinary action has been taken against him and when the lapse came to the notice of the Management the services of the workman were terminated forthwith and fresh temporary hand was employed in his place. It was not a case of retrenchment and the services of the workman came to an end by efflux of time and therefore, there was no question of serving him any notice or paying him wages in lieu of notice and retrenchment compensation and there was no violation of section 25-F of the I.D. Act. As the workman had already put in 89 days of work as a temporary employee, there was no question of making him any offer of further appointment and, therefore, there was no violation of section 25-H of the Act. For regular appointment in the Bank, names are sponsored from the Employment Exchange to meet statutory requirement but the name of the workman was never sponsored by any Employment Exchange and on the other hand Shri Sushil Kumar who was appointed on regular basis was duly sponsored by the Employment Exchange. Clause 20.12 of the Bipartite Settlement is applicable only to cases where persons are being considered for permanent employment but the name of the workman was not sponsored by the Employment Exchange and he was not being considered for permanent employment and, therefore, there was no violation of clause 20.12 of the Bipartite Settlement.

5. I have given my anxious consideration to the entire facts and circumstances of this case, the submissions made by the Id. representatives of the parties and the authorities relied upon by them as also the evidence placed on record. There is no doubt that the Bank has violated the provisions of paras 495 and 522(5) of the Shastri Award by not issuing written letters of appointment or written orders of termination of service of the workman. Clause 20.7 of the Bipartite Settlement defines temporary employee to mean a workman who has been appointed for a limited period for the work which is of an essentially temporary nature or work is employed temporarily as additional workman in connection with a temporary increase in work of a permanent

nature and includes a workman who is appointed in a temporary vacancy caused by the absence of a particular permanent workman. Clause 20.8 of the Bipartite Settlement further provides that a temporary workman may also be appointed to fill the permanent vacancy provided that such temporary appointment shall not exceed a period of 3 months during which the bank shall make arrangements for filling up the vacancy permanently. The policy of the bank for recruitment of workmen on temporary basis contained in their circular No. PER/32/1938 dated 8-11-1980 also restricts such temporary employment as not to exceed 89 days. However, in the present case the services of the workman were continued for a period of 226 days and thus there was violation of its own policy as also clause 20.8 of the Bipartite Settlement. There is no question of the services of the workman coming to an end by efflux of time as no written letter of appointment was issued and consequently there could not be any fixed period of appointment of the workman. To terminate the services of the workman after 226 days when he was so near to completing 240 days and thus falling into the protection of section 25-F of the Act must be held to be an unfair labour practice. The termination of the service of the workman clearly amounted to retrenchment and the Bank should in all fairness have given him pay in lieu of notice and also retrenchment compensation even though it considered the workman to be a temporary employee covered by its aforesaid circular dated 8-11-80. If it was a private organisation, the natural consequence of the acts of omission and commission on the part of the Management would have resulted in the reinstatement of the workman. However, the Bank is a public sector undertaking and is covered by the definition of "State" as per the provisions of Article 12 of the Constitution of India and consequently it has to be ensured that all the Citizens of India have equal opportunity to service in the bank. The policy of the bank as contained in circular No. PER/32/1938 dated 8-11-1980 endeavours to give chance of appointment in subordinate cadre to all equally by calling for names of candidates from the Local Employment Exchange. Admittedly the workman was not sponsored by any Employment Exchange and to reinstate the workman would amount to depriving other citizens of India from seeking employment in the Bank. If the Bank is allowed to make regular employment without notifying them to the Employment Exchange there will be violation of Art. 12 and Art. 16 of the Constitution of India. The policy and the guidelines regarding making regular employment through the Employment Exchange is not only valid but is more equitable and needs the test of due process. By getting the candidates sponsored by the Employment Exchange not only the arbitrariness or likely arbitrariness on the part of the Bank is avoided but equal opportunity is ensured to all citizens who are equally placed. The Id. representative of the workman has referred to the Award of this Tribunal dated 30-3-87 in the matter between Shri Vanesh Kumar Rajni Vs. The Divisional Manager Andhra Bank, New Delhi in I.D. No. 65/84. However, the facts of the said case are altogether different and clearly distinguishable from the facts of the present case and the said award cannot be of any help to the workman in this case.

6. In view of the discussions made above, while the action of the bank in terminating the services of Shri Mahabir Singh w.e.f. 1-4-1981 cannot be strictly be justified, yet the workman is not entitled to the relief of reinstatement and I am of the opinion that payment of compensation shall meet the ends of justice. Accordingly it is directed that the Management shall pay the consolidated sum of Rs. 10000 to the workman within one month of the enforcement of this Award failing which it shall be liable to pay interest at 12 per cent per annum till actual payment.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

G. S. KALRA, Presiding Officer

Dated : August 24, 1987.

[No. L-12012/117/85-D IV(A)]

N. K. VERMA, Desk Officer

नई दिल्ली, 23 सितम्बर, 1987

का०आ० 2786:—सैसई मदनपली स्पनिंग मिलज लि०,
मदनपली स्पनिंग मिलज (पोस्ट), चितोड़ जिला-617326 (ए०-

पी०/3112) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 17) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः केन्द्रीय सरकार उक्त, अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विविदिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निविष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों, संदाय आवि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उसे संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रति-कर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और अहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की वशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से परामर्श बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस०-35014/114/87-एस०एस०-2]

New Delhi, the 23rd September, 1987

S.O. 2786.—Whereas Messrs Madanapalli Spinning Mills, Limited, Madanapalli Spinning Mills (Post) Chittoor District-517326 (AP/3112) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A)

of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Andhra Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the emp-

loyees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/114/87-SS-II]

का. आ. 2787.—मैसर्स तमिलनाडु मरकंटाईल बैंक लि., 56, बिज रोड, टुटीकोरन-62800 (टी. एन./4134) और इसकी शाखाएं जो उपरोक्त कोड नं. के अधीन आती हैं। (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 का 17) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संवाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुविद्याएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खंड-क के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना,

बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिससे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अंतर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/111/87-एस. एस-2]

S.O. 2787.—Whereas Messrs Tamilnadu Mercantile Bank Limited, 56, Beach Road, Tuticorin-628001, and its branches covered under the code No. (TN/4134) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Tamil Nadu and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme

appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India, as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/111/87-SS-III]

नई दिल्ली, 23 सितम्बर, 1987

का. आ. 2788.—मैसर्स सालनाद मार्किटिंग को-ऑपरेटिव सोसायटी लि., पो. बाक्स नं. 13, शिमोगा-577201 (के.एन. 2619) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क) के अधीन छूट दिये जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संवाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए,

और इससे उपायद्व अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहने हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की एक प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में कियी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व

अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तयुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एन-35014/106/87-एस एस-2]

S.O. 2788.—Whereas Messrs. The Maland Areca Marketing Co-operative Society Limited, P.B. No. 13, Shimoga-577201(KN/2619) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (Hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the ope-

ration of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable and employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance

Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/106/87-SS-II]

का.आ. 2780—मैसर्स इलेक्ट्रोनिक्स कन्सोर्टियम प्रा. लि., डी-13/4, औखला इण्डस्ट्रियल एरिया, फेस-II नई दिल्ली (डी.एन. 6936) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों में अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे खेखा रखेगा तथा निरीक्षण के लिए ऐसी मुविखाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का पत्रेक नाम की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय 87/1205/G1-22

सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3-क के खण्ड-(क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वास्तव नियोजक द्वारा दिया जायगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने पर भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उन रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बावजूद रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम का उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत मारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संचाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संचाय में किये गये किसी व्यतिक्रम की दशा में उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिम्पों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संचाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के मंच में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिम्पों को बीमाकृत रकम का संचाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/107/87-एम एम-2]

S.O. 2789.—Whereas Messrs Electronics Consortium Private Limited, D-13/4, Okhla Industrial Area, Phase-II, New Delhi-110020(DL/6935) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (Hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause(a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/107/87-SS-II]

का. आ. 2790.—मैसर्स इन्डो नेशनल लि., टाउन-524401 नैलोर जिला, आन्ध्र प्रदेश (ए.पी./11560) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952, (1952 का 17) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हा गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा -2क द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3-क के खण्ड-क के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अस्तित्व लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुगोदित सामूहिक बीमा स्कीमों के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पट्ट दक्षित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्न करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को पलब्ध फायदे बढ़ाये जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविन-युक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पॉलिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कावर नाम निर्देशितियों/विधिक वारिसों को बीमाकृत

रकन का संवाय तत्परता से आर प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर मुनिश्चित करेगा।

[संख्या एस-35014/108/87-एस एस-2]

S.O. 2790.—Whereas Messrs Indo National Limited Tada-524401, Nellore Distt. Andhra Pradesh (AP/11560) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And Whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such return to the Regional Provident Fund Commissioner Andhra Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause(a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member

of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt complete in all respect.

[No. S-35014/108/87—SS-II]

का. आ. 2791.—मैसर्स साऊथ मालाबार ग्रामीण बैंक, हैड ऑफिस, मालापुरम (के. आर. 4679), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 17) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्तका

पत्न के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम वनाहीभारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावृद्ध अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देता है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त केरला को ऐसी विवरणियां भेजेगा और ऐसी लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का गदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किए जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त केरला के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यंगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/109/87-एस. एस. -2]

S.O. 2791.—Whereas Messrs. South Malabar Gramin Bank, Head Office, Malapuram, (KR)4679) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are,

without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Kerala and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Kerala and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/109/87-SS.II]

का. आ. 2792—मैसर्स दि मन्द्याल को-ओपरेटिव सुगर लि. पो. ओ. पोनापुरम, मन्द्याल-518502, जिला करनूल (ए. पी./13339) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 17) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी यादत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदान करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किए जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन ने कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना

हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यत्नयुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाने हैं, तो यह छूट की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यागत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परा से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/110/87-एस. एन -2]

S.O. 2792.—Whereas Messrs. The Nandyal Co-operative Sugar Limited, P. O. Ponnapuram, Nandyal-518502, Dist. Kurnool (AP/13339), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause(a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under

this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/110/87-SS.II]

का. आ. 2793--सैमर्स अन्तर केमिकल्स इण्डस्ट्रीज, अहमदाबाद (जी. जे. 10864), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 17) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधेय सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायद्व अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्ता अहमदाबाद को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रयोगों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत ले-आउटों का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों, संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उम संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के मूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाना है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदेन करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किए जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त अहमदाबाद के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उम सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में अपफल रहता है और पालिसी 87/1205 GI—23

को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिवक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तर दायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिवक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/112/87-एस. एस.-2]

S. O. 2793.—Whereas Messrs. Anar Chemical Industries, Ahmedabad-380009 (GJ/10864) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of these years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Ahmedabad and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause(a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insu-

rance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member en-

titled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/112/87-SS.II]

का. आ. 2794—मैसर्स फलोड इन्विपमेंट मैनफैक्चरिंग कंपनी, 1—बी इण्डस्ट्रीयल एस्टेट, गोविन्दपुरा भोपाल (एम. पी. /4854) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 17) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी वृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल है जो कर्मचारी निक्षेप सड़बड़ बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क खण्ड-क के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों, संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम पुरस्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इन स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर करम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुकृतियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी की व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिवक वारिसों को जो, यदि यह छूट नई दी गई होती तो, उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सबन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके

हकदार नाम निर्देशितियों / विधिवक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारत में जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या-एस-35014/113/87-एस.एस-II]

S.O. 2794.—Whereas Messrs Fleet Equipment Manufacturing Company, 1-B, Industrial Estate, Govindpura, Bhopal, M. P. 462024(MP/4854), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to the said Scheme)

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment

exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/113/87-SS.II]

का. भा. 2795:—केन्द्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई कि कर्मचारी भव्य मित्र और प्रकीर्ण उपबन्ध अधिनियम,

1952 (1952 का 19) के उपबन्ध सम्बन्धित स्थापन को लागू किये जाने चाहिए:—

1. मैसर्स महावीर रांडवेज बेनचाटी, पोस्ट आफिस दुर्गापुर-13 जिला बर्दवान
2. मैसर्स वाक्स वर्क्स ईस्ट बडोदा ब्रिज रोड, देवल-पारा नाईहाती, 24-परगना
3. मैसर्स प्रभा मैन्युफैक्चरिंग प्राईवेट लिमिटेड, 40, जय बीबी लेन धुसरी, हावडा
4. मैसर्स न्यूगेज इन्डस्ट्रीज, 286-287 जी. टी. रोड, सालकिया, हावडा-6
5. मैसर्स हुनसन मोसाईटी, 33, भोलानाथ नन्दी लेन हावडा-4
6. मैसर्स टीफन रुम 24-परगना (जिला प्रबन्धक का कार्यालय) 24-परगना भागन का खाद्य निगम, स्टोफन भवन (पूर्व) कलकत्ता-1
7. मैसर्स ईस्टर्न इन्जिनियर्स (इन्डिया) प्राईवेट लिमिटेड, 5 एवं 6 फैन्सीलेन, कलकत्ता-1
8. मैसर्स गन एण्ड सेल फैक्ट्री कोआपरेटिव मोसाईटी लिमिटेड, कोसीपुर कलकत्ता-2
9. मैसर्स मा लक्ष्मी आयल मिल, 46 कैनाल बैस्ट रोड, कलकत्ता-4
10. मैसर्स बैस्टर्न इन्जिनियरिंग कम्पनी, 16 मांगी लेन कलकत्ता-1 और इसकी 7 राजा किसान स्ट्रीट, कलकत्ता-6 स्थित वर्क्स
11. मैसर्स आर्सेलैड टिफन क्लब कलकत्ता पोर्ट ट्रस्ट (के. पी. डी.) 4 गार्डन रीच रोड, कलकत्ता-23
12. मैसर्स आर. सी कंसलटेंट्स 85/1डी, इब्राहीम रोड, कलकत्ता-32
13. मैसर्स प्लास्टिक एक्सट्रूडर्स (इन्डिया) प्राईवेट लिमिटेड, 10/2 माल रोड, कलकत्ता-80
14. मैसर्स सिल्लीगुडी उद्योग केन्द्र, 58/3 केनिंग स्ट्रीट, कलकत्ता-1 और इसकी हिल कार्ट रोड, सिल्लीगुडी स्थित शाखा
15. मैसर्स कंचन मेटल (प्राईवेट) लिमिटेड, 38 स्ट्रांड रोड, कलकत्ता-1 और इसका कलकत्ता-69 स्थित कार्यालय एवं गोदाम
16. मैसर्स स्टील आर्ट्स वर्कसोप, पोस्ट आफिस एवं पुलिस स्टेशन दुर्गाचाक, हल्दिया-2 और इसकी वासुदेवपुर पोस्ट आफिस खनजनचाक, हल्दिया, मदिनापुर स्थित वर्कसोप
17. मैसर्स मेटाफ्लैक्स कारपोरेशन, 163/1, बो०प्राई०पी० रोड, कलकत्ता-54 और इसका ए/5/1 आर. प्राई. सी. इन्डस्ट्रियल एस्टेट ब्लाक-2 बोन-दुगली, कलकत्ता-35 स्थित वर्क्स

18. मैसर्स के. बी. दास एण्ड सन्स, हलदरपारा 36 रोड पोस्ट आफिस बजे बजे, जिला 24-परगना और इसकी मर्दानापुर एव मोरीग्राम जिला हावड़ा स्थित दो शाखाएं
19. मैसर्स ईरेक्टर्स इन्डिया, विलेज एवं पोस्ट आफिस गौनीपुर (मैनागौर) बाया माहेसताल 24-परगना और इसका इसी स्थान पर स्थित कार्यालय

अतः केन्द्रीय सरकार उक्त धारा नियम की धारा 1, की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती [सं. एस-35017 (4)/87एसएस-2]

S.O. 2795.—Whereas it appears to the Central Government that the employees and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to their respective establishments, namely :—

1. M/s. Mahavir Roadways, Benachatty Post Office Durgapur-13 District Burdwan.
2. M/s. Box Works, East Baroda Bridge Road, Deulpara, Naihati, 24-Parganas.
3. M/s. Prama Manufacturing Private Limited, 40, Jai Bibi Lane Ghosuri, Howrah.
4. M/s. Newage Industries, 286-287, G.T. Road, Salkia, Howrah-6.
5. M/s. Hansen Society, 33, Bhola Nath Nandy Lane, Howrah-4.
6. M/s. Tiffin Room 24 (Parganas) Office of the District Manager, Food Corporation of India (Stephin House, 4th Floor 4) B.B.D. Bag (East) Calcutta-1.
7. M/s. Eastern Engineers (India) Private Limited, 5 and 6 Fancy Lane, Calcutta-1.
8. M/s. Gun and Shell Factory Cooperative Society Limited, Cossipore Calcutta-2.
9. M/s. Ma Laxmi Oil Mill 46, Canal West Road, Calcutta-4.
10. M/s. Western Engineering Company, 16, Mango Lane, Calcutta-1 and its Works at 7, Raja Kissen Street, Calcutta-6.
11. M/s. Island Tiffin Club, Calcutta Port Trust (K.P.D.) 4, Garden Reach Road, Calcutta-23.
12. M/s. R. C. Consultants, 85/1D, Ibrahimpur Road, Calcutta-32.
13. M/s. Plastic Extruders (India) Private Limited, 10/2, Mall Road, Calcutta-80.
14. M/s. Siliguri Udyog Kendra 58/3, Canning Street, Calcutta-1 including its branch at Hill Cart Road, Siliguri-1.

15. M/s. Kanchan Metals (Private) Limited, 38, Strand Road, Calcutta-1, including its Registered Office and Godown at Calcutta-69.
16. M/s. Steel Arts Workshop, Post Office and P. S. Durgachak, Haldia-2, including its workshop at Basudevapur, Post office Khanjanchak, Haldia, Midnapore.
17. M/s. Metaflux Corporation, 163/1, V.I.P. Road, Calcutta-54, including its works at A/5/1, 7 R.I.C. Industrial Estate Block-II Bionghooghly, Calcutta-35.
18. M/s. K. B. Dass and Sons, 36, Halder Para Road, Post Office Budge Budge District 24-Parganas, including its branches at Haldia Oil Jetty District Midnapur and Mourigram District Howrah.
19. M/s. Erectors India, Village and Post Office, Gonpur (Mainagore) Via, Mahe-shtala, 24-Parganas, including its office at the same place.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments.

[No. S-35017(4)/87-SS-II]

नई दिल्ली, 24 सितम्बर, 1987

का. आ. 2796.—राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खंड (घ) के अनुसरण में श्री ए. बलराज के स्थान पर श्री जे. टी. आचार्युल, कमिश्नर एवं सचिव, तमिलनाडु सरकार को कर्मचारी राज्य बीमा निगम में उस राज्य का प्रतिनिधित्व करने के लिए नामनिर्दिष्ट किया है;

अतः अब केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 545(अ) दिनांक 25 जुलाई, 1985 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, “(राज्य सरकार द्वारा धारा 4 के खंड (घ) के अधीन नामनिर्दिष्ट)” शीर्षक के नीचे सब 24 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात् :—

“श्री जे. टी. आचार्युल,

कमिश्नर एवं सचिव, तमिलनाडु सरकार,
श्रम विभाग,
मद्रास।

[संख्या यू-16012/8/87-एसएस-1]

New Delhi, the 24th September, 1987

S.O. —Whereas the State Government of Tamil Nadu has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri J. T. Acharyulu, Commissioner and Secretary to the Government of Tamil Nadu, Labour Department to represent that State on the Employees' State Insurance Corporation, in place of Shri A. Balraj;

Now, therefore, in pursuance of section 4 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour S.O. No. 545(L), dated the 25th July, 1985, namely:—

In the said notification, under the heading “(Nominated by the State Government under clause (d) of section 4)”, for the entry against Serial Number 24, the following entry shall be substituted, namely:—

“Shri J. T. Acharyulu,
Commissioner and Secretary to the Government of
Tamil Nadu,
Department of Labour,
MADRAS.”

[No. U-16012/8/87-SS. I]

नई दिल्ली, 25 सितम्बर 1987

का. आ. 2797 :—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार एतद्वारा 1 अक्टूबर, 1987 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध उत्तर प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :—

“जिला बुलन्द शहर में परगना और तहसील सिकन्दराबाद के राजस्व ग्राम सिकन्दराबाद, तिलबुगमपुर, जोकाबाद, गोपालपुर, मण्डो श्याम नगर, के अन्तर्गत आने वाले क्षेत्र।

[सं. एम 38013/30/87 एम. एम.-1]

New Delhi, the 25th September, 1987

S.O. 2797.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st October, 1987 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Uttar Pradesh, namely:—

“The areas comprising of the Revenue Village Sikandrabad, Tilbugampur, Jokabad, Gopalpur, Mandi Shyam Nagar, Pargana and Tehsil Sikandrabad, District Buland Shahar”.

[No. S-38013/30/87-SS-I]

का. आ. 2798—एतः मैक्स इंडियन आयल ब्लेंडिंग लिमिटेड, प्रभादेवी, वम्बई, (कोड नं. 5646) (इसके आगे जहाँ कहीं भी उक्त स्थापना शब्द का प्रयोग हो) इससे अभिप्राय उक्त स्थापना से है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19)

इसके आगे उक्त अधिनियम के नाम से निर्दिष्ट की धारा 17 की उपधारा (1) के खंड (क) के अंतर्गत छूट प्राप्त करने के लिए आवेदन किया है।

यह केन्द्र सरकार की राय में उक्त स्थापना के कर्मचारियों के लिए तैयार किए गए भविष्य निधि नियमों में अंशदान के दर उक्त अधिनियम की धारा 6 में उल्लिखित कर्मचारी अंशदान की दर से कम नहीं है तथा इसके कर्मचारियों को मिलने वाले भविष्य निधि लाभ उक्त अधिनियम में कर्मचारी भविष्य निधि स्कीम, 1952 (इसके आगे जहाँ कहीं भी स्कीम शब्द का प्रयोग किया गया है उससे अभिप्राय उक्त स्कीम से है) में उल्लिखित लाभों में किसी भी प्रकार से कम नहीं है जो इस वर्ग की स्थापनाओं में कार्यरत कर्मचारियों को उपलब्ध है।

अब इसलिए उक्त अधिनियम की धारा 17 की उपधारा एक के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और संलग्न अनुसूची में वर्णित शर्तों के अधीन केन्द्रीय सरकार इसके द्वारा उक्त स्थापना को उक्त स्कीम के सभी उपबन्धों के लागू होने में छूट प्रदान करती है।

अनुसूची

1. उक्त स्थापना से सम्बन्धित नियोजना, केन्द्र सरकार के द्वारा समय समय दिए गए निर्देश के अनुसार उक्त अधिनियम की धारा 17 की उपधारा (3) के खंड (क) में उल्लिखित निरीक्षण के लिए सुविधाएं प्रदान करेगा और ऐसे निरीक्षण प्रभार की अदायगी प्रत्येक माह की समाप्ति के 15 दिन के अन्दर करेगा।

2. न छूट प्राप्त स्थापनाओं के सम्बन्ध में उक्त अधिनियम और उसके अधीन सृजित उक्त स्कीम के अंतर्गत देय अंशदान के दर से स्थापना के भविष्य निधि नियमों के अंतर्गत देय अंशदान का दर किसी समय भी कम न होगा।

3. पेशगियों के मामले में छूट प्राप्त स्थापना की स्कीम कर्मचारी भविष्य निधि स्कीम, 1952 से कम हितकर नहीं होगी।

4. उक्त स्कीम में कोई भी संशोधन जो स्थापना के वर्तमान नियमों से अधिक लाभकारी है उन पर अपने आप लागू किया जाएगा। उक्त स्थापना के भविष्य निधि नियमों में कोश भी संशोधन, क्षेत्रीय भविष्य निधि आयुक्त की पूर्व अनुमति के बगैर नहीं किया जाएगा और जहाँ किसी संशोधन के उक्त स्थापना के कर्मचारियों के हित के प्रति कूल प्रभावी होने की सम्भावना है वहाँ अपनी अनुमति देने से पूर्व, क्षेत्रीय भविष्य निधि आयुक्त, कर्मचारियों को अपने विचार प्रस्तुत करने का उचित अवसर देगा।

5. यदि स्थापना को छूट न दी जाती तो वे सभी कर्मचारी (जैसे उक्त अधिनियम की धारा 2(ब) में निश्चित किया गया है) जो सदस्य बनने के पात्र होते, सदस्य बनाए जाएंगे।

6. जहां एक कर्मचारी जो कर्मचारी भविष्य निधि (कानूनी) या किसी अन्य छूट प्राप्त स्थापना का पहले से सदस्य है, को अपनी स्थापना में काम पर लगाया जाता है तो नियोजक उसे निधि का तुरन्त सदस्य बनाएगा और ऐसे कर्मचारी के पिछले नियोजक के पास भविष्य निधि लेख में संचयों को अंतरित कराने और उसके लेख में जमा कराने की व्यवस्था करेगा।

7. केन्द्रीय भविष्य निधि आयुक्त के द्वारा अथवा केन्द्रीय सरकार के द्वारा जैसे भी मामला हो, समय-समय पर दिए गए निर्देशों के अनुसार भविष्य निधि के प्रबन्ध के लिए नियोजक न्यासी बोर्ड की स्थापना करेगा।

8. भविष्य निधि, न्यासी बोर्ड में निहित होगा जो अन्य बातों के होने हुए भविष्य निधि में आय के उचित लेखों और भविष्य निधि से अदायगियों और उनकी अभिरक्षा शेषों के लिए कर्मचारी भविष्य निधि संगठन के उत्तरदायी होगा।

9. न्यासी बोर्ड कम से कम 3 माह में एक बार बैठक करेंगे और केन्द्र सरकार द्वारा समय-समय पर जारी किए गए मार्ग निर्देशों के अनुसार कार्य करेंगे केन्द्रीय भविष्य निधि आयुक्त को अधिकार होगा कि वह किसी अन्य योग्य लेखा परीक्षक से खातों की दुबारा लेखा परीक्षा कराए और ऐसे पुनः लेखा परीक्षा के खर्च नियोजक वहन करेगा।

10. प्रत्येक वर्ष स्थापना के लेखा परीक्षित तुलन-वत्र के साथ लेखापरीक्षित वार्षिक भविष्य निधि लेखों को एक प्रति वित्तीय वर्ष की समाप्ति के छ माह के अन्दर क्षेत्रीय भविष्य निधि आयुक्त को प्रस्तुत की जाएगी। इस प्रयोजन के लिए भविष्य निधि का वित्तीय वर्ष पहली अप्रैल से 31 मार्च तक होगा।

11. नियोजक प्रतिमाह भविष्य निधि के देय अपने कर्मचारियों के अंशदानों की आगामी माह की 15 तारीख तक न्यासी बोर्ड को अंतरित कर देगा अंशदानों की विलम्ब से अदायगी करने के लिए समान परिस्थितियों में नियोजक नुकशानी देने का उसी प्रकार उत्तरदायी होगा जिस प्रकार एक न छूट प्राप्त स्थापना उत्तरदायी होती है।

12. न्यासी बोर्ड सरकार द्वारा समय-समय पर दिए गए निर्देशों के अनुसार निधि में जमा राशियों का निवेश करेगा। प्रतिभूतियां न्यासी बोर्ड के नाम पर प्राप्त की जाएंगी और भारतीय रिजर्व बैंक के जमा नियन्त्रण में अनुसूचित बैंक की अभिरक्षा में रखा जाएगा।

13. सरकार के निर्देशों के अनुसार निवेश न करने पर न्यासी बोर्ड अलग-अलग रूप से और एक साथ केन्द्रीय भविष्य निधि आयुक्त या उनके प्रतिनिधियों द्वारा लगाए गए अधिक प्रमाण का उत्तरदायी होगा।

14. न्यासी बोर्ड एक वस्तु, ब्याज, रजिस्टर तैयार करेगा और ब्याज और विमोचन आय की समय पर वसूली सुनिश्चित करेगा।

15. जमा किए गए अंशदानों, निजाने गए और प्रत्येक कर्मचारी से सम्बन्धित ब्याज को दिखाने के लिए न्यासी बोर्ड विस्तृत लेख तैयार करेगा।

16. वित्तीय/लेखा वर्ष की समाप्ति के छः माह के अन्दर बोर्ड प्रत्येक कर्मचारी को वार्षिक लेखा विवरण जारी करेगा।

17. बोर्ड प्रत्येक कर्मचारी को वार्षिक लेखा विवरण के स्थान पर पाठ्यक जारी कर सकता है। वे पाठ्यक, कर्मचारियों की अभिरक्षा में रहेंगी और कर्मचारियों के प्रस्तुतीकरण पर बोर्ड के द्वारा इन्हें अद्यतन किया जाएगा।

18. लेखा वर्ष के पहले दिन आदि शेष पर प्रत्येक कर्मचारी के लेख में ब्याज उस दर से जमा किया जाएगा जिसका न्यासी बोर्ड निर्णय करे परन्तु यह उक्त स्कीम के पैरा 60 के अंतर्गत केन्द्रीय सरकार द्वारा घोषित दर से कम नहीं होगा।

19. यदि न्यासी बोर्ड केन्द्रीय सरकार द्वारा घोषित ब्याज की दर इस कारण से कि निवेश पर आय कम है या किसी अन्य कारण से अदा करने में असमर्थ है तो इस कमी को नियोजक पूरा करेगा।

20. नियोजक भविष्य निधि की चोरी के कारण, लूटखसूट, ध्यानत, गबन अथवा किसी अन्य कारण से हुई हानि को पूरा करेगा।

21. नियोजक और न्यासी बोर्ड, क्षेत्रीय भविष्य निधि आयुक्त को ऐसी विवरणियां प्रस्तुत करेगा जो समय-समय पर केन्द्रीय सरकार केन्द्रीय भविष्य निधि आयुक्त निर्धारित करें।

22. उक्त स्कीम के पैरा 69 की शैली पर किसी कर्मचारी को निधि के सदस्य न रहने पर यदि स्थापना के भविष्य निधि नियमों में नियोजकों के अंशदानों को जमा करने की व्यवस्था है तो न्यासी बोर्ड इस प्रकार जमा की गई राशियों का अलग से लेखा तैयार करेगा और उसे ऐसे प्रयोजनों के लिए उपयोग करेगा जो केन्द्रीय भविष्य निधि आयुक्त को पूर्व अनुमति से सुनिश्चित किया गया हो।

23. स्थापना के भविष्य निधि के नियमों में किसी बात के होने पर भी यदि स्थापना के कर्मचारी के सदस्य न रहने पर या उसके अन्य स्थापना में स्थानान्तरण होने पर उसको उपदान और पेंशन नियमों के अन्तर्गत अदा की जाने वाली नियोजक और कर्मचारी की राशि, नियोजक और कर्मचारी अंशदान की ब्याज सहित उस राशि से कम है जो उसे उस समय प्राप्त होती जब वह उक्त स्कीम का सदस्य होता, तो नियोजक मुआवजे के रूप में या विशेष अंशदान के रूप में राशि का अन्तर अदा करेगा।

24. नियोजक, भविष्य निधि के प्रशासन से सम्बन्धित सभी खर्च जिसमें लेखों के रखरखाव रिटर्न प्रस्तुत किए जान, राशियों का अन्तरण शामिल है, वहन करेगा।

25. स्थापना से सम्बन्धित नियोजन निरीक्षा के लिए ऐसी सुविधाएं प्रदान करेगा और प्रत्येक मास की समाप्ति पर 15 दिन के अन्दर ऐसे निरीक्षण प्रभार अदा करेगा जो समय-समय पर केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3) के खंड (क) के अन्तर्गत निश्चित करें।

26. नियोजन सम्बन्धित प्राधिकारी द्वारा अनुमोदित निधि के नियमों की एक प्रति तथा जब भी कोई संशोधन होता है, उसकी मुख्य बातों को कर्मचारियों के बहुमत की भाषा अनुवाद करके स्थापना के बोर्ड पर लगाएगा।

27. "समुचित सरकार" स्थापना की चालू छूट पर और शर्तें लगा सकती है।

28. यदि उक्त अधिनियम के अन्तर्गत स्थापना वर्ग जिसमें उसकी स्थापना आती है, पर अंशदान की दर बढ़ाई जाती है, नियोजन भविष्य निधि अंशदान की दर उचित रूप में बढ़ाएगा, ताकि उक्त अधिनियम के अंतर्गत दिए जाने वाले लाभों से स्थापना की स्कीम के अंतर्गत दिए जाने वाले भविष्य निधि के लाभ किंगो भी प्रकार से कम न हों।

29. उक्त गतों में से किसी एक के उल्लंघन पर छूट रद्द की जा सकती है।

[संख्या एस 35012/15/87 एस. एस --2]

ए. के. भट्टराई, सचिव

S.O. 2798.—Whereas Messrs. Indian Oil Blending Ltd. Prabhadevi, Bombay (Code No. MH/5646) (hereinafter referred to as the said establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (9 of 1952) (hereinafter referred to as the said Act) ;

And whereas in the opinion of the Central Government the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employee therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefit which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees' Provident Funds Scheme 1952 (hereinafter referred to as the said Scheme) in relation to the employees in any other establishment of a similar character.

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme.

THE SCHEDULE

1. The employer in relation to the said establishment shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of section 17 of said Act within 15 days from the close of every month.

2. The rate of contribution payable under the provident fund rules of the establishment shall at no time be lower than those payable under the said Act in respect of the unexempted establishments and the said Scheme framed thereunder.

3. In the matter of advances, the Scheme of the exempted establishment shall not be less favourable than the Employees Provident Fund Scheme, 1952.

4. Any amendment to the said scheme which is more beneficial to the employees than the existing rules of the establishment shall be made applicable to them automatically. No amendment of the rules of the provident fund of the said establishment shall be made without the previous approval of the Regional Provident Fund Commissioner and where any amendment is likely to affect adversely the interest of the employees of the said establishment, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

5. All employees (as defined in section 2(f) of the said Act) who would have been eligible become members of the Provident Fund had the establishment not been granted exemption shall be enrolled as members.

6. Where an employee who is already a member of the Employees' Provident Fund (Statutory) or a provident fund of any other exempted establishment is employed in his establishment, the employer shall immediately enrol him as a member of the fund and arrange to have the accumulations in the provident fund account of such employee with his previous employer transferred and credited to his account.

7. The employer shall establish a Board of Trustees for the management of the provident fund according to such directions as may be given by the Central Provident Fund Commissioner or by the Central Government, as the case may be, from time to time.

8. The Provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees Provident Fund Organisation inter-alia for proper accounts of the receipts into and payments from the Provident fund and the balances in their custody.

9. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner or an officer authorised by him.

10. The accounts of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent Chartered Accountant annually. Where considered necessary, the Central Provident Fund Commissioner shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be born by the employer.

11. A copy of the audited annual provident fund accounts together with the audited balance sheet of the establishment for each accounting year shall be submitted to the Regional Provident Fund Commissioner within six months after the close of the financial year. For this purpose the financial year of the

provident fund shall be from the 1st of April to the 31st of March.

12. The employer shall transfer to the Board of Trustees the contributions payable to the Provident fund by himself and the employees by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay damages to the Board of Trustees for any delay in payment of the contributions in the same manner as an unexempted establishment is liable under similar circumstances.

13. The Board of Trustees shall invest the monies in the fund as per directions that may be given by the Government from time to time. The securities shall be obtained in the name of the Board of Trustees and shall be kept in the custody of a Scheduled Bank under the Credit Control of the Reserve Bank of India.

14. Failure to make the investments as per directions of the Government shall make the Board of Trustees severally and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

15. The Board of Trustees shall maintain a script wise register and ensure timely realisation of interest and ensure timely realisation of interest and redemption proceeds.

16. The Board of Trustees shall maintain detailed accounts to show the contributions credited, withdrawal and interest in respect of each employee.

17. The Board shall issue an annual statement of account to every employee within six months of the close financial accounting year.

18. The Board may, instead of the annual statement accounts, issue pass book to every employee. The pass book shall remain in the custody of the employees and will be up-to-date by the Board on presentation by the employees.

19. The account of each employee shall be credited with interest calculated on the opening balance as on the 1st day of the accounting year at such rate as may be decided by the Board of Trustees but shall not be lower than the rate declared by the Central Government under para 60 of the said Scheme.

20. If the Board of Trustees are unable to pay interest at the rate declared by the Central Government for the reason that the return on investment is less or for any other reason then the deficiency shall be made good by the employer.

21. The employer shall also make good any other loss that may be caused to the Provident Fund due to theft burglary, defalcation, mis-appropriation or any other reason.

22. The employer as well as the Board of Trustees shall submit such returns to the Regional Provident Fund Commissioner as the Central Government Central Provident Fund Commissioner may prescribe from time to time.

23. If the Provident Fund rules of the establishment provide for forfeiture of the employers' contributions in cases where an employee ceases to be a member of the fund on the lines of para 69 of the said Scheme, the Board of Trustees shall maintain a separate account of the amounts so forfeited and may

utilise the same for such purposes as may be determined with the prior approval of the Central Provident Fund Commissioner.

24. Notwithstanding anything contained in the rules of the Provident Fund of the establishment if the amount payable to any member upon his ceasing, to be an employee of the establishment or transferable on his transfer to any other establishment by way of employer and employees' contribution plus interest thereon taken together with the amount if any payable under the Gratuity or pension rules be less than the amount that would be payable as employer's and employees' contribution plus interest thereon if he were a member of the Provident Fund under the said Scheme, the employer shall pay the difference to the member as compensation or special contribution.

25. The employer shall bear all the expenses of the administration of the Provident Fund including the maintenance of accounts, submission of returns, transfer of accumulations.

26. The employer shall display on the notice board of the establishment, a copy of the rules of the fund as approved by the appropriate authority and as and when amended thereto along with a translation of the salient points thereof in the language of the majority of the employees.

27. The "appropriate Government" may lay down any further conditions for continued exemption of the establishment.

28. The employee shall enhance the rate of provident fund contributions appropriately if the rate of provident fund contribution for the class of establishments in which his establishment falls is enhanced under the said Act so that the benefits under the Provident Fund Scheme of the establishment shall not become less favourable than the benefits provided under the said Act.

29. The exemption is liable to be cancelled for violation of any of the above conditions.

[F. No. S-35012/15/87-SS. II]
A. K. BHATTARAI, Under Secy.

नई दिल्ली, 23 सितम्बर, 1987

का. आ. 2799:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साऊथ गोविन्दपुर कोयिरी मैसर्स भारत कोकिंग कोल लिमिटेड के प्रबंधन के पंचाट के सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या-2, धनबाद के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-87 को प्राप्त हुआ था।

New Delhi, the 23rd September, 1987

S.O. 2799.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Management of South Govindpur Colliery of M/s. Bharat Coking Coal Limited, and their workmen, which was received by the Central Government on the 8th September, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri I. N. Sinha, Presiding Officer
Reference No. 292 of 1986

In the matter of an industrial dispute under section 10(1)(d) of the I.D. Act, 1947.

PARTIES:

Employers in relation to the management of South Govindpur Colliery of M/s. Bharat Coking Coal Ltd. and their workman.

APPEARANCES:

On behalf of the workmen—Shri S. Bose Secretary, R.C.M.S.

On behalf of the employers—Shri G. Prasad, Advocate
STATE : Bihar INDUSTRY : Coal.

Dated, the 31st August, 1987

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (111)/86-D.III(A), dated, the 16th August, 1986.

SCHEDULE

"Whether the demand of Rashtriya Colliery Mazdoor Sangh that the management of South Govindpur Colliery of M/s. Bharat Coking Coal Ltd., should allow resumption of duty by their workman, Shri Kailash Mahato, Miner and wages to him with retrospective effect is justified? If so, to what relief is the said workman entitled?"

In this case both the parties appeared and filed a Memorandum of settlement. I heard the parties on the said settlement which I do find that the terms contained therein are fair, proper and beneficial to both the parties. Accordingly I accept the same and pass an Award in terms of the memorandum of settlement which forms part of the Award as Annexure.

Dated : 31-8-1987

I. N. SINHA, Presiding Officer
[No. L-20012/111/86-D.III(A)]

ANNEXURE

FORM 'H'

[See Rule 58(4)]

Memorandum of Settlement arrived at between the Management of Govindpur Area and Jt. General Secretary, RCMS on 21-6-86 in respect of disputes as per list enclosed

Bharat Coking Coal Limited
(A Subsidiary of C.I.L.)

Govindpur Area
Annexure A

Sl. No.	Name	Designation	Name of Colliery
1.	Sri Sahadeo Das	Miner/Loader	Govindpur
2.	Sri Nirmal Mahto	-do-	-do-
3.	Sri Gendu Mahato	-do-	-do-
4.	Sri Rasik Manjhi	-do-	-do-
5.	Sri Durga Manjhi	-do-	Jogidih
6.	Sri Dukhan Bel'dar	-do-	Jogidih
7.	Sri Kisto Manjhi	-do-	Maheshpur
8.	Sri Nanku Das	-do-	Kooridih
9.	Sri Churka Manjhi	-do-	-do-
10.	Sri Rooplal Rai	-do-	-do-
11.	Sri Banwari Rai	-do-	-do-
12.	Sri Kailash Bhuia	-do-	-do-
13.	Sri Yudhisthir Bouri	-do-	S/Govindpur
14.	Sri Kailash Mahato	-do-	S/Govindpur
15.	Sri Nirmal Das	-do-	Govindpur

Management Representatives :

1. Sri S. B. Rai, General Manager, Govindpur Area.

Union Representative :

1. Sri G. D. Pandey, Jt. Genl. Secretary, RCMS.

Short Recital of the Case

The Union namely RCMS represented cases of workmen whose names are enclosed as Annexure 'A' for resuming their duties as Miner/Loader. According to the Union these workmen were working as Permanent Miner/Loader in different collieries under Govindpur Area and due to long unauthorised absenteeism, their names were removed from the rolls and the management contended that they were not interested in their jobs and abandoned themselves. After prolonged discussions both the parties agreed to settle the disputes of these workmen on the following terms and conditions :—

Terms and Conditions

1. The workers (as per list attached) will be allowed to resume duty as Miner/Loader subject to the following conditions :—

- The workers MUST BE below 45 years of age each on the date of signing this settlement.
- The period of absence shall be treated as dies-non and the workers will not be entitled to any benefit whatsoever.

2. The management shall send Registered letters to each workmen on their home address, with an advice to report for medical etc., within a week's time of the receipt of the letter.

3. Each will be medically examined for their Medical fitness.

4. Proper verification/identification with their Id. cards, Form B shall be made. In case Id Card is not available, on proper identification they will be allowed.

This is full and final settlement. The Union agreed to withdraw the dispute and representations and will not claim any thing in this regard.

For Management Representative :

(S. E. Rai, General Manager)

For Union Representative :

(G. D. Pandey, Jt. General Secretary, RCMS).

Witness :

Sd/- Illegible

Sd/- Illegible

Sd/- Illegible

Dated : 23-6-86

का. आ. 2800.—औद्योगिक विवाद अधिनियम,

1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जामनाला कॉलियरी, इस्को के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या-1, धनबाद के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 8 सितम्बर, 1987 को प्राप्त हुआ था।

S.O. 2800.—In pursuance of section of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1 Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Chasnalla Colliery of M/s. Indian Iron and Steel Co. Ltd., and their workmen, which was received by the Central Government on the 8th September, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL No. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of
the Industrial Disputes Act, 1947

Reference No. 69 of 1981

PARTIES

Employers in relation to the management of Chasnalla
Colliery of Messrs Indian Iron and Steel Company
Limited, P.O. Chasnalla, District Dhanbad;

AND

Their Workmen.

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers : Shri R. S. Murty, Advocate.

For the Workmen : None

STATE : Bihar INDUSTRY : Coal
Dhanbad, dated the 31st. August, 1987

AWARD

The Central Government in the Ministry of Labour has, by
Order No L-20012,250 81-D.III.A, dated, the 4th December,
1981, in exercise of the powers conferred by clause (d) of
section (1) of Section 10 of the Industrial Disputes Act,
1947, referred the following dispute to this Tribunal for ad-
judication :—

"Whether the action of the management of Chasnalla
Colliery of Messrs Indian Iron and Steel Company
Limited, Post Office Chasnalla, District Dhanbad in
not giving employment to Shri Satyanarayan Singh
in spite of assurance given by the management be-
fore the Assistant Labour Commissioner (Central),
Dhanbad on the 20th January, 1977, is justified ?
If not, to what relief is the workman concerned
entitled ?"

2. The case of the management, berett, of details is as
follows :

The subject of the present dispute cannot be deemed to
be an industrial dispute U/S 2A of the Industrial Disputes
Act since the Tribunal has got no jurisdiction to determine
whether there existed any relationship of employer and emp-
loyee between the management and the concerned person.
Besides the concerned person was not dismissed, discharged
or retrenched as envisaged in Section 2A of the Industrial
Disputes Act. The dispute has been raised by a third
party and not by any workman of the management and in
view of the matter the present reference is not maintainable.
The aggrieved person Sh. Satya Narain Singh was never in
employee of the Chasnalla Colliery of M/s. Indian Iron &
Steel Co. Ltd. He was an employee of M/s. Eastern Coal
Transport Company who were contractors of the management
for transport of coal. It so happened that the same people
associated with the Transport Company were also engaged
in removal of overburden manually for developing a quarry
at Chasnalla for augmenting coal supply to the Burnpur
Works of the company under the name of Coalfield Suppliers.
For that, the organisation had engaged a number of work-
men. In the meantime the Chasnalla disaster took place and
the underground mines which were producing bulk of coal
were virtually lost. It will take some years before the colliery
can be put back in the operation. The employer felt need
to develop the quarry known as H. K. Quarry where coal
was available in abundance from the old workings. Such
work was not possible without deployment of heavy machi-
neries. Such machineries were not readily available in the
country and the management arranged to take such machi-
neries on hire from Delhi firm. In the circumstances the
manual workers of the contractor had no work. This gave
rise to a serious industrial unrest and at the instance of the
R.L.C.(C), Dhanbad a settlement was entered into under
which the workers of the contractors who were actually en-
gaged in removing the overburden were departmentalised al-
though there was no further need but only with a view of
maintain industrial peace and although there was no obli-

gation on the part of the management under the provisions
of Contract Labour (Regulation & Abolition) Act. This settle-
ment was made under the agency of the R.L.C.(C) himself
after a careful screening and 136 workers of the contractors
syld M/s. Coalfield Suppliers were found to be fit for emp-
loyment. So far as Satya Narain Singh is concerned he was
employed by M/s. Eastern Coalfield Transport at Chasnalla.
The company requested the management on 25-12-1975 that
Sri Singh might be considered for an underground casual
job as contract labour as he had been listed in Form B of
that organisation. That request was made to the manager
and naturally the manager asked the Welfare Officer to
look into the matter. On 27-12-1975, however, the Chasnalla
disaster took place. In 1977 Sri Singh wrote to the A.L.C.
(C) that Chasnalla management did not provide him with
work although it was agreed that his case would be considered
at the time of fresh appointment. Although the Conciliation
Officer had no authority or jurisdiction to entertain such a re-
quest, he directed the employers to give their opinion and
in course of discussion held on 20-1-77 the representative of
the management expressed wish that the case of Sri Singh
would be sympathetically considered whenever there would
be any vacancy in future. Such expression of wish did not
and does not create a vested right of
employment. The Chasnalla underground mines are still lying
up-opened and there is no possibility of Sri Singh being
absorbed in any casual job underground. After 1-1-1979 as
per provision of N.C.W.A. II an additional liability for emp-
loyment has devolved upon the employers under which
employment has to be provided to one dependant of the
worker who is disabled permanently or who died in harness.
The excess workers of the shaft mine numbering over 500
had to be shifted to Jitpur as also to Ramnagar collieries
of the employers after the Chasnalla disaster. In the circum-
stance there was no scope whatsoever for providing Sri Singh
with any job at Chasnalla Colliery, much less in the under-
ground as the only incline of the underground mine that
is still working is over staffed. In the circumstance the
management has prayed that the instant reference be dis-
missed.

3. The case of the concerned workman is as follows :

Satya Narayan Singh, the concerned workman, was ap-
pointed as underground General Mazdoor to work in Pit
No. 2 of Chasnalla Colliery of M/s. Indian Iron and Steel Co.
Ltd. on 12-5-1975 along with other 52 workers. Their names
and other particulars were duly entered in the colliery B
Form register which is statutory register under the provi-
sions of Sec. 48 of the Mines Act, 1952. The concerned work-
man as also other workmen were recruited through the Re-
cruiting Agent, namely, M/s. Eastern Coal Transport Com-
pany. The concerned workman along with others worked as
underground General Mazdoors in Pit No. 2 of Chasnalla
Colliery. Their attendance was marked in 'C' Form register
of the colliery and also in the Lamp Issue Registers. They
were supplied boots, lamps and other materials for their work
by the colliery management. He was paid his wages by the
colliery. He was in fact and in law an employee of Cha-
snalla Colliery of M/s. Indian Iron and Steel Co. Ltd. He fell
sick sometime at the end of July, 1975 and after recovery
from illness he reported for duty to the management of the
colliery on 7-8-1975, but he was not allowed to join his
duty by the management. He made several representations
to the colliery management to get his employment but nothing
came out. Unfortunately there was serious accident in the
colliery on 27-12-1975 as a result of which the work of
the colliery was totally paralysed. In such circumstances his
case was not given any attention by the management. He
raised an industrial dispute and during the course of concil-
iation proceeding he was given to understand by the A.L.C.
(C) that he would be given employment in future if new
vacancy arose and new hands were recruited by the man-
agement and so his case was closed by the A.L.C.(C) on
20-1-1977. The management of Chasnalla Colliery, after dis-
continuance of underground mining work started developing
and working the surface quarries from which coal was raised
after removal of overburden. The quarry was operated by
M/s. Coalfield Supplier owned by Sri S. K. Mukherjee. He
along with other workmen were recruited by the Eastern
Coal Transport Company but these other workmen have been
allowed to work in Chasnalla Colliery but he has not been
so allowed with effect from 7-8-1975. The management of
Chasnalla Colliery appointed about 136 workmen who were

workmen of M/s. Coalfields Supplier who were working as Contractors' labourers in the quarry of Chasnalla Colliery. He prays his claim for employment under Chasnalla Colliery in view of assurance given to him before the A.L.C. (C) on 20-1-1977, but the management ignored his claim. There was no valid ground for stoppage of his work for the colliery and the action taken by the management in stopping him from doing any work with effect from 7-8-1975 is illegal and unjustified. In the circumstance the concerned workman has prayed that termination of his service by the management be declared illegal and that he be reinstated in service with continuity of service and full back wages with effect from 7-8-1975.

4. At the time of hearing the management examined one witness and introduced in evidence a mass of documents which have been marked Exts. M-1 to M-7. The concerned workman has not appeared at the time of hearing either personally or through authorised representative.

5. It is the admitted position that M/s. Indian Iron and Steel Co. Ltd. was the owner of Chasnalla Colliery at the relevant time and that on 27-12-1975 there occurred a terrible disaster in that colliery as a result of which scores of workmen were killed. It is also the irrefragable position that the concerned workman was earlier an employee of M/s. Eastern Coal Transport Company who were contractors of the management for transport of coal. It is the consistent case of the management that the concerned workman was never their employee. On the other hand, the concerned workman has emphatically stated that he along with others were appointed underground General Mazdoors by the Management and they were placed in Pit No. 2 of Chasnalla Colliery for performance of their duties. It is the further case that they had worked for the management and that their attendance were marked in 'C' Form of the colliery and also in Lamp Issue Register and that they were also supplied boots, lamps and other materials for doing their work by the colliery management. It is also his case that while in the employment of the management he fell sick at the end of July 1975 and after recovery from illness he reported for duty to the management on 7-8-1975, but the management did not allow him to resume his duty. In other words, it is the consistent case of the management that the concerned workman was never their employee and that there was no existence of relationship of employer and employee between the management and the concerned workman. The concerned workman, in his contra case has taken the position that he was an employee under the management and that consequent upon his illness he absented himself from duty and that when he reported for duty after recovery from illness the management did not allow him to join his duty. Where a person asserts that he was a workman of the company and it is denied by the company, it is for the workman to prove the fact that he was a workman of the company. It is not for the company to prove that he was not an employee of the company but of some other person.

6. The materials and evidence on record do not evince that the concerned workman was ever an employee of Chasnalla Colliery of M/s. Indian Iron and Steel Co. Ltd. The workman asserted that his name along with others was marked in 'C' Form register of the colliery and also in the Lamp Issue Register and that he was deployed for duty in Pit No. 2 of Chasnalla Colliery, but nothing has transpired in evidence to support this position. On the other hand, the documents produced by the management, namely, Exts. M-1, M-3 and M-5 firmly establish the position that the concerned workman was never an employee of Chasnalla Colliery. This is also supported by evidence of MW-1, Sri Mohit Mukherjee, who is now holding the post of Manager (Personnel) at Chasnalla Colliery.

7. The case of the concerned workman is that he and other workmen were recruited by the colliery through the Recruiting Agent, namely, M/s. Eastern Coal Transport Company. The case of the management is that the concerned workman was never an employee of Chasnalla Colliery but that he was an employee of M/s. Eastern Coal Transport Company who were contractors of the management for transport of coal. The concerned workman has adduced no evidence in support of his contention that he was recruited by the colliery through its Recruiting Agent, M/s. Eastern Coal Transport Company. On the other hand, MW-1, Sri Mohit Mukherjee, has emphatically stated that the concerned workman was never appointed by the management of Chasnalla

Colliery and that as a matter of fact he was in the employment of a contractor styled M/s. Eastern Coal Transport Company and that the contractor worked for the colliery during the year 1975 and the person who raised the dispute was employed by the contractor as an unskilled worker. There is no material or evidence on record to displace the evidence of Sri Mukherjee. That being so, I come to the conclusion that the concerned workman was an employee of M/s. Eastern Coal Transport Company who was contractor of the management for transport of coal and that the concerned workman was an unskilled worker under the contractors. It has been also established by evidence that M/s. Eastern Coal Transport Company was never the Recruiting Agent for the colliery.

8. The conclusion is reached from my discussion above that the concerned workman was never an employee of the colliery and that being so the present reference is not maintainable because in order to attract Section 2-A of the Industrial Disputes Act there must be an action of the employer against the workman. But if the dispute is whether there was any relationship of employer and workman between them such a dispute cannot be a subject matter of the reference under Section 2-A of the Industrial Disputes Act. This being the position the inescapable conclusion is reached that the present reference is not maintainable legally.

9. It appears from evidence that the representative of the management in course of a discussion with the A.L.C. (C), Dhanbad on 20-1-1977 assured that the case of the concerned workman would be sympathetically considered whenever there is any vacancy in future. There is no dispute that on 27-12-1975 there occurred a terrible disaster in Chasnalla Colliery. According to the evidence of Sri Mukherjee some 375 people died in that accident and that as a matter of fact all the workmen of a particular shift were killed colliery has remained closed since that disaster. Chasnalla colliery has remained closed since that disaster. The evidence of Sri Mukherjee which in conformity with the case of the management establishes the fact that with the closure of open shaft mine of Chasnalla colliery the workers of other two shifts remained idle because there was no work to provide them with and that as per Government's direction the management are to provide jobs to the dependents of persons who were killed in accident. The present position of the work force of the colliery has also been reflected in the evidence of Sri Mukherjee who has stated that at present they have got 1500 surplus workers and that in order to reduce surplus man-power the management has introduced Voluntary Retirement Scheme. That being so it is established that there is no scope for employment of the concerned workman, an unskilled workman that to get employment in the open shaft mine of the colliery.

10. The pleadings of the parties indicate that upon the closure of shaft mine the management had opened open cast mine and engaged contractor styled M/s. Coalfields Supplier for removal of overburden of employing workmen. This is also supported by evidence of Sri Mukherjee. The case of the management is that with the mechanisation of the open cast mine the manual workers of the contractor became surplus and that at the instance of R.L.C. (C), Dhanbad, they had to take 136 workmen of the contractors. This position is supported by the evidence of Sri Mukherjee and copy of settlement Ext. M-7. Thus it is seen that the concerned workman was even an employee of the contractor styled M/s. Coalfield Supplier who was engaged by the management for removal of over-burden of open cast mine or quarry.

11. Thus it is seen that the concerned workman could not be provided with employment by the management under circumstances beyond their control. The assurance that the management gave in course of discussion with A.L.C. (C), Dhanbad is not an agreement and so it cannot be made effective between the parties by a fiat of this Tribunal.

12. Considering all the facts and circumstances of the case the conclusion is reached that the concerned workman has got no relief in his reference case. Hence it is ordered that the action of the management of Chasnalla Colliery of M/s. Indian Iron and Steel Co. Ltd. in not giving employment to Satyanarayan Singh in spite of the assurance given by the management before A.L.C. (C), Dhanbad, on 20-1-1977 is

justified and an award is passed accordingly. In the circumstance of the case parties to bear their own costs.

S. K. MITRA, Presiding Officer
[No. L-20012/250/81-D.III (A)]

नई दिल्ली, 25 सितम्बर 1987

का. आ. 2801—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डी. जी. प्रोजेक्ट मैसर्स भारत कोकिंग कोल लिमिटेड के प्रबन्धतन्त्र में सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या 1 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8 सितम्बर, 1987 को प्राप्त हुआ था।

New Delhi, the 25th September, 1987

S.O.2801:—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the employees in relation to the management work of D.G. Project of M/s Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 8th September, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.
In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 79 of 1983.

PARTIES: Employers in relation to the management of D.G. Project of Messrs Bharat Coking Coal Limited.

AND

Their workmen.

PRESENT: Shri S.K. Mitra, Presiding Officer.

APPEARANCES:

For the Employers : Shri G. Prasad, Advocate.

For the Workmen : None.

STATE : Bihar. **INDUSTRY :** Coal.

Dhanbad, dated, the 28th August, 1987

AWARD

The Central Government in the Ministry of Labour, has, vide its Order No. L-20012/181/83/D-III(A), dated the 6th/9th December, 1983, referred the following dispute for adjudication to this Tribunal with following schedule.

“Whether the action of the management of D.G. Project of Messrs Bharat Coking Coal Limited

in not replying to the request for release of Shri Mudrika Prasad to join a promotional post of Foreman trainee under Central Coalfields Limited (another Company under the joint management of Coal India Ltd.) was justified? If not, whether the management of Bharat Coking Coal Limited, Dhanbad has an obligation to provide him equal promotional post? If so, to what relief is the said workman entitled?”

2. The case of the management is as follows:

By way of preliminary objection the management has contended that the present dispute is not an industrial dispute within the meaning of Section 2(k) of the Industrial Disputes Act. M/s. Bharat Coking Coal Ltd. and M/s. Central Coalfields Ltd. are two subsidiary companies of M/s. Coal India Limited of which the later is the holding company. The subsidiary companies are separate legal entities and there is nothing common between them except that the shares of the two subsidiary companies are held by M/s. Coal India Ltd., the holding company. The Diesel Project of M/s B.C.C. Ltd. is an industrial establishment and the office of the General Manager, Barkana is another industrial establishment and both establishments are located at different places. There is no rule for automatic transfer or release from M/s B.C.C. Ltd. to M/s S.C.C. Ltd. The concerned workman was not eligible for promotion from the post of Asstt. Foreman (Trainee) to Foreman (Trainee). The concerned workman by his letter dated 3-4-81 had requested the management either for this release or to promote him to the post of Foreman (Trainee) and since both of his demands were illegal and irregular it was not acceded by the management. In his letter dated 3-4-81 addressed to the Superintending Engineer (A&M), D.G. Project, the concerned workman has stated that he had received letter after interview held earlier from M/s C.C. Ltd. appointing him to the post of Foreman (Trainee) and that he appeared in the interview on 3-7-80 before joining M/s. B.C.C. Ltd. as an Asstt. Foreman (Trainee) on 4-11-80. He further requested his employer either to release him or to promote him to the post of Foreman Trainee (Elect) in M/s. B.C.C. Ltd. He did not submit his resignation clearly nor had he given one month's notice to leave the service of his employer. In the circumstance it was not possible for the employer to terminate his employment or to accept his letter dated 3-4-81 as a letter of resignation. Since his resignation was not unequivocal it was not accepted by the management.

3. The case of the concerned workman is as follows.

The concerned workman was appointed Asstt. Foreman (Trainee) by the management of M/s. B.C.C. Ltd. and was posted at D.G. Station Murlidih. He was asked to take charge of the shift of R.P. Singh from 26-11-80 by Office Order dated 24-11-80. He complied with the order and worked as shift incharge from 16-11-80. Since there was deficit of trained personnel in D.G. Project of M/s B.C.C. Ltd. he was quite competent to work as shift incharge, in view of his satisfactory performance of his duty as shift incharge. As a matter of fact he was directed to take charge as shift incharge by Office Order dated 10-12-80. While working at D.G. Station Murlidih of M/s B.C.C. Ltd. he received an offer on 2-4-81 for appointment to the post of Foreman (Trainee) from M/s C.C. Ltd. and made a representation dated 3-4-81 to the Superintending Engineer (E&M) D.G. Project apprising him of the position and requested him either to release from the present post or to promote him to the post of Foreman (Trainee) in view of the offer of M/s C.C. Ltd. The Superintending Engineer recommended that the concerned workman should not be released as the organisation was short of trained persons and also recommended for his being upgraded to the post of Fitter Trainee (Electrical) with immediate effect. But the matter did not come to a fruition and he had again to make a representation on 22/27-12-1982 to the Director General of Personnel but the Director did not take any action thereon. Thus being aggrieved by and dissatisfied with the action of the management the concerned workman raised the present dispute through his union.

4. At the time of hearing neither the concerned workman nor his representative appeared before the Tribunal. On the other hand, the management contested the matter and examined one witness in support of its cause. The management also adduced documentary evidence.

5. It is an irrefragable position from the pleading of the parties arrayed that the concerned workman, Mudrika Prasad, joined M/s B. C. C. Ltd. as Asstt. Foreman (Trainee) on 4-11-1980 and that before joining the B. C. C. L. he appeared in an interview held by M/s C.C. Ltd. on 3-7-80. It is also the undisputed position that by his letter dated 3-4-1981 addressed to the Superintendent Engineer (F&M), D.G. Project, the concerned workman informed the management that he got appointment as Fitter (Trainee) under M/s. C.C. Ltd. and requested the management either to release him from the post or to promote him to the post of Fitter Trainee (Electrical) in M/s. B.C.C. Ltd. The case of the management is that since both M/s.

B.C.C. Ltd. and M/s. C.C. Ltd. are distinct and separate companies there was no scope for automatic release of any workman from one company to another. It has further been contended by the management that since the letter of the concerned workman dated 3-4-1981 was not a letter of resignation the management could not accept his demand to release him from the post in order to enable him to join a higher promotional post under M/s. Central Coalfields Ltd. I am constrained to hold that there is much force in the contention of the management in this respect.

6. Anyway it appears from the letter of the concerned workman dated 2-1-1985 that he signified his intention therein to resign from the service of the company on personal ground with effect from 3-2-1985 (Ext. M-1). Although recommendation was made for acceptance his letter of resignation, nothing has surfaced to indicate that his letter of resignation was as a matter of fact accepted by the management. There is no dispute that termination of service of any workman can be made by one month's notice on either side. In the present case the concerned workman has fulfilled that condition. In the circumstance it shall be deemed that his letter of resignation had been accepted by the management with effect from 3-2-1985.

7. However, it is abundantly clear from my foregoing discussion that the management of D.G. Project of M/s. Bharat Coking Coal Ltd. was justified in not replying to the request for release of Mudrika Prasad, the concerned workman to join the promotional post of Foreman (Trainee) under M/s. Central Coalfields Ltd. This being the position the concerned workman has got no relief in this case. Accordingly an award is passed to this effect.

In the circumstance of the case parties to bear their own costs.

S.K. MITRA, Presiding Officer,
[No. L-20012/181/83-D. III(A)]

का. आ. 2802.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ब्रदजौना कालपरी, मैसर्स ईस्टन कोल फील्ड लिमिटेड के प्रबन्धन में सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या 1, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8 सितम्बर, 1987 को प्राप्त हुआ था :

S.O. 2802:—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the

management of Badjona Colliery of M/s. Eastern Coalfields Limited, and their workmen, which was received by the Central Government on the 8th September, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(i)(d) of the Industrial Disputes Act, 1947.

Reference No. 25 of 1984.

PARTIES: Employers in relation to the management of Badjona Colliery of Messrs Eastern Coalfields Limited.

AND

Their Workmen.

PRESENT : Shri S.K. Mitra, Presiding Officer.

APPEARANCES:

For the Employers : Shri R.S. Murty, Advocate.

For the Workmen : None.

STATE : Bihar **INDUSTRY :** Coal.

Dhanbad, dated, the 27th August, 1987.

AWARD

The Central Government in the Ministry of Labour, has, vide its Order No. L-20012(326)/83-D.III(A) dated the 21st April, 1984, referred this following dispute for adjudication to this Tribunal with following schedule:

“Whether the demand of Bihar Colliery Kamgar Union that Shri Azimulla Mian should be regularised as Work Supervisor in Badjona Colliery of Messrs Eastern Coalfields Limited, Post Office Nirshachatti, Dhanbad with effect from 19-1-1979 is justified? If so, to what relief is the workman entitled.”

2. The appropriate Government was pleased to refer the dispute to this Tribunal for adjudication, evidently in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act by its order dated 21-4-1984 which was received in the office of the Tribunal on 26-4-1985.

3. The case of the concerned workman, Azimulla Mian, as transpires from the materials on record, is as follows:

Azimulla Mian is a member of Bihar Colliery Kamgar Union and working in Badjona Colliery of M/s. Eastern Coalfields Ltd. as workman. He qualified for the post of Work Supervisor, but the management refused to regularise him as such. Being aggrieved the concerned workman raised the present industrial dispute through the union he belonged to, namely, Bihar Colliery Kamgar Union. A conciliation proceeding in the matter was followed

but that yielded no result. Ultimately the present reference has been made by appropriate Government to this Tribunal for adjudication.

4. The case of the management is as follows:

By way of preliminary objections the management has contended that there is no industrial dispute in the present case in the eye of law inasmuch as no demand was made on the management in respect of the matter in question and that no dispute was raised before the management at any time. The subject matter of the issue also does not fall within the scope of industrial dispute as defined in Section 2(k) of the Industrial Disputes Act.

By way of substantive defence it has been stated by the management that the concerned workman Azimulla Mian was originally employed in Badjona Colliery as a piece-rated worker and placed in the post of Masson Category IV (daily rated) with effect from 1-4-1981 by an order issued by the management on 7/8-5-1981. The concerned workman worked only as a mason after his placement in the post of mason and he did never work as Work Supervisor. While acting as a piece-rated worker he worked in the capacity of a loader. During the course of conciliation proceeding before the Asstt. Labour Commissioner (C), Dhanbad, the sponsoring union relied on a photo copy of note-sheet dated 3-11-1980 purported to have been submitted by Sri S.N. Gangopadhyaya, the then Executive Engineer (Civil), Badjona Colliery in support of the case of the concerned workman. The said photo copy is a forged document; Sri Gangopadhyaya had left the service of the management with effect from 6-12-80. According to rules of the management a Works Supervisor should at least be a Matriculate and should have considerable previous experience of supervising civil engineering works and should also be familiar with all the intricate matters connected therewith. The concerned workman is an illiterate worker and does not fulfil the qualifications. At that time there was a Works Supervisor in the colliery and hence there was no scope for regularising the concerned workman as Works Supervisor. Appointment to the post of Works Supervisor is the exclusive jurisdiction of the management which is done through Selection Committee consisting of officers. No Selection Committee was set up to consider the case of the concerned workman. The sponsoring union has taken recourse to seek promotion for the concerned workman to the post of Works Supervisor through back door even though he does not fulfil the qualifications laid down for the post and is totally unsuitable for the post. Hence the demand of the sponsoring union for regularisation of the concerned workman as Works Supervisor is totally untenable.

and baseless. As a matter of fact the concerned workman made an application to the management in August, 1983 for his posting in the Open Cast Project as a trainee. The management, considering his application, posted him E.P. Helper at Badjona Open Cast Project by an order issued on 23-8-1983 and the matter ended there.

5. At the time of hearing the concerned workman or his sponsoring union did not appear before this Tribunal to adduce evidence in support of the cause of the concerned workman. The management, on the other hand, has examined one witness and introduced in evidence some documents which have been marked Exts. M-1 to M-3.

6. The learned Advocate appearing for the management has contended that there is no industrial dispute in the present case in the eye of law and the subject-matter of the issue referred to the Tribunal does not fall within the scope of industrial dispute as defined in Section 2(k) of the Industrial Disputes Act. He has further stated that on facts as well the demand of the concerned workman for being regularised as Works Supervisor is not tenable.

7. According to the contention of the learned Advocate appearing for the management there is no industrial dispute in the present case in the eye of law inasmuch as no demand was made on the management in respect of the matter in question and that the subject-matter of the issue does not fall within the scope of industrial dispute as defined in Section 2(k) of the Industrial Disputes Act. But from the pleadings of the management it appears that a conciliation over the subject-matter was held before the Asstt. Labour Commissioner (C), Dhanbad and there the sponsoring union of the concerned workman placed materials in support of the case of its member. The definition of industrial dispute as enshrined in Section 2(k) of the Industrial Disputes Act can be divided into four parts; viz. (1) factum of dispute, (2) parties to dispute, (3) subject-matter of dispute. The dispute should be connected with (i) employment or non-employment, or (ii) terms of employment, or (iii) the condition of labour of any person, and (4) industry. Considering all aspects of the matter I am constrained to hold that the present subject-matter is an industrial dispute within the meaning of Section 2(k) of the Industrial Disputes Act, 1947.

8. I have already stated that the appropriate Government referred the present dispute to this Tribunal for adjudication in terms of Section 10(i)(d) of the Industrial Disputes Act. This section presupposes the industrial dispute or apprehension of an industrial dispute. There is nothing in evidence to indicate that no industrial dispute ever existed between the management and the concerned workman. As a matter of fact M.W.1, A.R. Ghosh, has not examined himself on this point. That being so, I

come to the conclusion that there existed an industrial dispute between the management and the concerned workman and in this view of the matter the preliminary objections raised by the management are hereby over-ruled.

9. It is the case of the management that the concerned workman was originally employed in Badjona Colliery as piece-rated worker and that he was subsequently placed in the post of Mason Category IV (daily rated) with effect from 1-4-1981.—MW-1. A.R. Ghosh, has been working as Engineering Assistant (Civil) in Badjona Colliery since 1.10.79. He has vouched for the fact that the concerned workman used to work as Mason Mazdoor and that he was promoted to the post of Mason in 1981. Thus the evidence of Sri Ghosh is consistent with the pleadings of the management. It is the case of the management that the minimum qualification for the post of Works Supervisor is Matriculation and that the concerned workman is illiterate. This is also evidenced from the testimony of Sri A.R. Ghosh. It is the further case of the management that on his own request the concerned workman was transferred to Badjona Open Cast Project; he was posted there as E.P. Helper. This position also emerges from the evidence of A.R. Ghosh. It is the further case of the management that since there was already Works Supervisor there was no requirement for the management for any other Works Supervisor. A.R. Ghosh has stated that Mr. Khagen Singh has been working as Works Supervisor in the colliery since 1977 and that he is a Matriculate. Sri Ghosh has proved the order passed by the management allowing the concerned workman to take training in Haulpack Operator (Ext.M-2) and subsequent appointment of the concerned workman to the post of E.P. Helper (Ext.M-1). Sri Ghosh has further testified that the concerned workman was subsequently promoted to the post of Dumper Operator and this position is buttressed by the Office Order No. 119, dated 14th/15th January, 1987 issued by the management (Ext.M-3). According to Sri Ghosh the claim of the concerned workman to be regularised as Works Supervisor is not tenable. From the evidence on record it has been irrefutably established that the claim of the concerned workman to be regularised as Works Supervisor in Badjona Colliery of Messrs Eastern Coalfields Ltd. is not tenable.

10. Accordingly I hold that the demand of Bihar Colliery Kamgar Union that Azimulla Mian should be regularised as Works Supervisor in Badjona Colliery of Messrs Eastern Coalfields Limited is not justified and an award is followed to that effect. In the circumstance of the case parties to bear their own costs.

S. K. MITRA, Presiding Officer.
[No. L-20012/326/83-D.III(A)]

का भा. 2803 : औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गौरा कोलायरी, मैसर्स भारत कोकिंग कोल लिमिटेड के प्रबन्धन के सम्बद्ध नियोजकों और उनके कार्रगों के बीच, प्रचलन में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या 1, धनबाद के पंचायत को प्रकाशित करती है, जो केन्द्रीय सरकार को 8 सितम्बर, 1987 को प्राप्त हुआ था।

S.O. 2403.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Barora Colliery of M/s. Bharat Coking Coal Limited, and their workmen, which was given by the Central Government on the 8th September, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 78 of 1983.

PARTIES : Employers in relation to the management of Barora Colliery of Messrs. Bharat Coking Coal Ltd.

AND

Their Workmen.

PRESENT : Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers : Shri B. Joshi, Advocate.

For the Workmen : Shri B. K. Ghosh,
Member, Executive Committee, Janta Mazdoor Sangh.

STATE : Bihar. INDUSTRY : Coal.
Dhanbad, dated the 1st September, 1987.

AWARD

The Present reference arises out of Order No. L-20012/190/83/D-III(A) dated, the 5th/9th December, 1983 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :—

“Whether the demand of the workmen of Barora Colliery of Messrs Bharat Coking Coal Limited that Shri Banmali Kumhar, Bailing Mazdoor should be designated as Peon in Grade-II with retrospective effect is justified ?

If so, to what relief is the said workman entitled ?”

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under section 15 of the Industrial Disputes Act, 1947.

S. K. MITRA, Presiding Officer.

[No. L-20012/190/83-D-III(A)]

P. V. SREEDHARAN, Desk Officer.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, AT DHANBAD

REFERENCE NO. 78/83

Employers in relation to the Management of Barora Colliery

AND

Their Workmen.

PETITION OF COMPROMISE

The humble petition on behalf of the parties to the above dispute most respectfully sheweth :—

1. That the above dispute has been amicably settled between the parties on the following terms :

TERMS OF SETTLEMENT

- (a) It is agreed that Shri Banamali Kumhar, the workman in the dispute shall be regularised as Peon in Gr. “H” with effect from 9-12-1983.
- (b) It is agreed that the basic pay of Shri Banamali Kumhar shall be fixed as per Company’s Rule and will be payable from 9-12-1983.
- (c) It is agreed that after this settlement no dispute subsists.
- (d) It is agreed that copies of the settlement shall be submitted before the Hon’able Central Govt. Industrial Tribunal No. 1, Dhanbad.

Under the facts and circumstances stated above, the Hon’able Tribunal will be graciously pleased to accept the terms of the settlement as fair and proper

and be pleased to pass the Award in terms of the settlement.

For the workmen (Banamali Kumhar)	For the Employers (B. Joshi), Advocate Sign. (Illegible) General Manager, Barora Area (U. P. Singh), Dy. Pers. Manager, Barora Area Part of the Award Sd/- Illegible
(B. K. Ghare) (Member, Executive Committee) Janta Mazdoor Sangh & Authorised Representative.	

नई दिल्ली, 23 सितम्बर, 1987

का. आ. 2804:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, विहकल फैक्ट्री, जबलपुर (उ. प्र.) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर (म. प्र.) के पंजाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8 सितम्बर, 1987 को प्राप्त हुआ था।

New Delhi, the 23rd September, 1987

S.O. 2804.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur (M.P.), in the industrial dispute between the employers in relation to the management of Vehicle Factory, Jabalpur (M.P.) and their workmen, which was received by the Central Government on the 8th September, 1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(5)/1986

PARTIES :

Employers in relation to the management of Vehicle Factory, Jabalpur (M.P.) and their workman, Shri Ram Pal Sahu, Fitter 'C' (Auto) House No. 132, Lalmatti, Kachhiana, P.O. Lalmatti, Chungi Chowki, Jabalpur (M.P.).

APPEARANCES :

For Workman.—Shri S. K. Rao, Advocate.

For Management.—Shri A. K. Chaube, Advocate.

INDUSTRY : Vehicle DISTRICT : Jabalpur
Factory (M.P.)

AWARD

Dated, September 1st, 1987

In exercise of the powers conferred by Section 10 (1)(d) & (2A) of the Industrial Disputes Act, 1947 the Central Government by Notification No. L-14012 (22)/85-D.II(B) dated 6th January, 1986 referred the following dispute, for adjudication :—

“Whether the action of the management Vehicle Factory, Jabalpur (M.P.) in imposing the penalty of removal from services on Sri Ram Pal Sahu, Fitter 'C' (Auto) with effect from 29-6-1982 is justified? If not, to what relief the workman concerned is entitled to?”

2. The relevant facts of the case are that the workman, Shri Ram Pal Sahu, was appointed as labour B Grade on 2-3-1964. He was promoted in Vehicle Cab Painting Shop in Vehicle Factory, Jabalpur in Fitter 'C' Grade (Auto).

3. He was charge-sheeted on the allegation that on 1-2-1981 at about 3.10 p.m. Shri Sahu was found gambling inside the Cab Painting Shop along with two others by playing Chit Pat with coins which amounts to gross misconduct i.e. gambling inside the factory during the working in violation of the factory order Part No. 197 dated 21-3-1980 an act unbecoming of a Government servant. Shri A. N. Prasad, Deputy Manager, was appointed as the Enquiry Officer and Shri K. R. R. Kurup, Office Supdt. as the Presenting Officer. The Enquiry Officer after recording evidence found the charge proved and submitted the report to the disciplinary authority who imposed the penalty of removal from service in view of the above factory order. The disciplinary action was also initiated against the other two workers and as they pleaded guilty of the charge a penalty of reduction of pay by two stages for period of one year was imposed upon them.

4. The case of the management is that in the enquiry all the reasonable opportunity was afforded to the workman to defend himself.

5. The workman has challenged the domestic enquiry on various grounds. I will take up material once at the time of deciding the issues. Since the management has sought no opportunity to prove misconduct before this Tribunal I have heard parties on all the following issues framed in the case which with my reasons and findings are as under :—

ISSUES

1. Whether the enquiry is proper and legal?
2. If not, whether the removal from service of the workman is justified on facts of the case?
3. Whether the punishment awarded is proper and legal?
4. Relief and costs?

FINDINGS WITH REASONS :

6. Issue Nos. 1 to 4.—Before I proceed to consider the legality and propriety of the domestic enquiry I would like to point out that the record of enquiry (Ex. M/7) goes that re-examination of Shri D. P. Sharma was conducted on 13-7-1981 while his and statement of other witnesses in the enquiry were taken on 13-8-1981 as the date mentioned in the signatures of certain officials go to show. I have mentioned this fact because the record also goes to show that the workman had demanded complete enquiry report and connected papers vide his application dated 15-7-1981 (Ex. M/8) and in his representation dated

16th July, 1981 he again prayed that he be given an opportunity to be heard and adduce his defence. Again on 29-7-1981 he applied saying that though he has been furnished complete proceeding of Court of enquiry but he requires the said factory order Part I No. 197 dated 21-3-1980. So if the recording of evidence was started and completed on 13-8-1981 at least the workman was not furnished with the said order referred to above.

7. The workman has also the grievance that in the course of his statement Shri D. P. Sharma had submitted note (report) on one Shri Khemlal who was an eye witness. This document was produced at the time of evidence and its copy was not furnished to the workman so much so that Shri Khemlal was also not examined as a witness so that the workman could have cross-examined him on his written note.

8. Next the domestic enquiry has been challenged on the ground that after the examination-in-chief by the Presenting Officer the two witnesses, S/Shri D. P. Sharma and Jahur Uddin, were further examined by the Enquiry Officer which depicts his bias. I have gone through the deposition and I find that the Enquiry Officer asked very incriminating direct questions to elicit very material facts against the workman. This certainly shows his bias and goes to show that he acted as a prosecutor and a judge rolled into one. This role of his further finds support from the fact that after the workman gave his statement and he was cross-examined (it is not clear which was earlier), he allowed the Presiding Officer to re-examine Shri D. P. Sharma to rebut the case of the accused official. This was highly prejudicial to the accused official and it is against the principle of natural justice. There are no order-sheet of day to day enquiry on record and therefore also it is not clear whether the Presenting Officer applied for re-examination of Shri D. P. Sharma or the Enquiry Officer took upon himself to re-examine him.

9. Coming to the evidence on record I find that Shri D. P. Sharma and Shri Jahur Uddin were alone examined to prove the charge. According to Shri D. P. Sharma when he went he found these three workers standing near the Cab Painting Plant and discussing something. At that time Shri Ram Pal Sahu had two rupees in his hand which he put on the Cab Board for a gamble. Now this is all he says so it is only his assumption that it was for a bid. In the same way though in his examination-in-chief Shri Jahur Uddin Rahi asserts that he saw one person having coin in his hand and he was playing head and tail with some change in his hand and the workman was putting two rupees note in cub board for a bid. But in his cross-examination he admitted that Shri Sahu was not doing head and tail. It was someone else but since he was at a distance so it was difficult to judge as to who was doing head and tail. When they came near they tried to hide so it was not known and the particular coin was mixed with the rest. Thus most of his statement is the out come of imagination that they were doing it for a bid. For the reasons discussed above I find that the evidence is also not conclusive so as to hold that workman was gambling.

10. As for the punishment it is an admitted fact that the other two workers alleged to have been

playing with Shri Sahu were punished as pointed out aforesaid with a minor penalty but this workman has been punished with penalty of removal from service inspite of the fact that the said factory order Part I No. 197 dated 21-3-1980 specifically lays down the punishments as follows:—

1. For first offence reduction in pay by two stages without affecting future stages.
2. For the second offence removal from service. It is nowhere the case of the management that it was the second offence of this workman, Shri R. P. Sahu. Simply because others two workers had admitted the offence such discrimination and violation of the said order is neither legal nor proper. I, therefore, find that the punishment is not only discriminatory but is also against the said factory order which has been relied to hold this domestic enquiry and of which inspite of request the workman, Shri Sahu, was not provided with a copy.

11. For the reasons aforesaid I hold that the enquiry is vitiated as being illegal and improper and the findings of the enquiry officer and punishment inflicted is not justified from the evidence on record.

12. Management has not sought any opportunity to prove misconduct before this Tribunal. I therefore hold and decide these issues accordingly that the enquiry is vitiated and the workman as a normal rule is liable to be reinstated with full back wages. Reference is accordingly answered as under:—

That the action of the management of Vehicle Factory, Jabalpur (M.P.) in imposing the penalty of removal from services on Shri Ram Pal Sahu, Fitter 'C' (Auto) with effect from 29-6-1982 is not justified. He is entitled to be reinstated with full back wages and all ancillary reliefs. No order as to costs.

V. S. YADAV, Presiding Officer.

[No. L. 14012/22/85-D.II(B)]

का. आ. 2805 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, दूरदर्शन मैनटेनेन्स सेंटर के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, देहली के पंजाब को प्रकाशित करती है, जो केन्द्रीय सरकार को 7 मितम्बर, 1987 को प्राप्त हुआ था।

S.O. 2805.I—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Delhi in the Industrial Dispute between the employers in relation to the management of Doordarshan Maintenance Centre and their workmen, which was received by the Central Government on the 7th September, 1987.

BEFORE SHRI G. S. KALRA PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 12/87

IN THE MATTER OF DISPUTE BETWEEN

Shri H. L. Joshi, H. O. 546/44 Roy Sagar Road, Near Kali-Ku-Mandir, Ajmer (Rajasthan).

Versus

The Superintending Engineer, Doordarshan Centre, Bhilwara.

APPEARANCES :

Shri K. S. Rathor, Accountant of the Management. None for the workman.

AWARD

The Central Government in the Ministry of Labour vide its Notification No. L-42012/11/86-D.II(B) dated 3-2-87 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Doordarshan Maintenance Centre, Bhilwara in dismissing the services of Shri H. L. Joshi, Secretary Guard, is justified? If not, to what relief the workman is entitled to ?

2. The Ministry of Labour had endorsed a copy of the above order to the workman by registered post and also directed that the party raising the dispute shall file a statement of claim complete with relevant documents, list of reliance and witnesses with the Tribunal within 15 days of the receipt of the order and also to forward a copy of such statement to each of the opposite parties involved in the dispute. However, no such statement of claim was filed. A registered notice was sent by this Tribunal which has been received back with the report that the workman has since expired. No legal representative of the workman has come forward to prosecute the reference. Under the circumstances no dispute award is given and the reference is disposed of accordingly for non-prosecution.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Govt. for necessary action at their end.

27th August, 1987.

G. S. KALRA, Presiding Officer
[No. L-42012/11/86-D.II(B)]

का. आ. 2806 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सी ओ एम एफ ओ इन्ड्यू, भारतीय रेलवे के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंजाब को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-9-1987 को प्राप्त हुआ था।

S.O. 2806.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the Industrial Dispute between the employers in relation to the management of C.O.F.M.O.W. Indian Railways and their workmen, which was received by the Central Government on the 7th September, 1987.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 25/85

In the matter of dispute between :

Shri Harish Chander, S/o Shri Shiv Dutt through The Vice-President, Bhariya Rail C.O.F.M.O.W. Mazdoor Sangh, 5239 Ajmeri Gate, Delhi-6.

Versus

The Chief Administrative Officer, C.O.F.M.O.W. Indian Railways, 1, Eastern Avenue, Maharani Bagh, New Delhi.

APPEARANCES :

Shri Yogeshwar Dutt—for the workman.

Shri V. V. Bagga—for the Management.

AWARD

The Central Government, in the Ministry of Labour vide its notification No. L-41011(37)/84-D.II(B) dated 19th June, 1985 has referred the following Industrial Dispute to this Tribunal for adjudication :

"Whether the action of the Chief Administrative Officer, C.O.F.M.O.W. Indian Railways Maharani Bagh, New Delhi-110065 in terminating the services of Shri Harish Chandra, S/o Shri Shiv Dutt a casual Khalasi from 24-2-83 is justified? If not, to what relief the workman is entitled ?"

2. The case of the workman is that he was appointed as casual khalasi with the respondent on 23-10-80 and was getting Rs. 14.76p per day as wages. His services were terminated on 23-2-83 verbally asking him not to come to the office on the next day. No charge sheet or show cause notice was served upon him. It has been alleged that the termination is void ab initio and the workman has claimed reinstatement with continuity of service and full back wages.

3. The Management in its written statement submitted that the workman was initially engaged as casual khalasi on 24-5-79 and he left the job on his own accord. Subsequently he was re-engaged as casual labour afresh w.e.f. 24-10-80 on humanitarian ground and not on 23-10-80. His performance was unsatisfactory right from the beginning and his mental make up and attitude towards work was most unhealthy and undesirable and he was in the habit of frequently remaining on unauthorised absence. Despite warnings and subsequent counselling/advice his

performance and behaviour continued to deteriorate and he became a source of indiscipline having an adverse effect on his fellow casual labourers. His name was struck off from the muster sheet on the ground of misbehaviour, indiscipline/misconduct and totally negative attitude towards work when he continued to remain on unauthorised absence w.e.f. 24-2-83 onwards.

4. The workman in his rejoinder reiterated that the date of appointment was 23-10-80 as was clear from his service card. With regard to the allegation of indiscipline he produced a character certificate issued by Shri Rajiv Chandra, Dy. C.M.E. who is the same officer who had signed the written statement.

5. First of all we may take up the question of date of appointment of the workman. The workman has claimed that he joined the service of the respondent on 23-10-80 whereas the Management has asserted that he had joined on 24-10-80. The Management itself has placed on record document Ex. M-1 which is an application by the workman for service and on this an order has been passed dated 23-10-1980 that he may be engaged as casual labour. The same date is reflected in the service card of the workman. In the absence of any other evidence, the date of appointment is taken as 23-10-1980 i.e. the date on which the order for his appointment was passed and recorded in the service card. However, the date of appointment is not material in this case because it is admitted that the workman has put in continuous service till 23-2-83 which means that he had put in service for more than 240 days in the 12 calendar months preceeding the date of his termination and in that even sailed had into the protection of section 25-F of the I.D. Act. Whether the claimant was a casual labour or a regular employee is also immaterial as both categories of workmen are equally protected under section 25-F of the I.D. Act. The termination of the services of the workman, therefore, amounted to retrenchment and it was mandatory for the Management to comply with the provisions of section 25-F of the I.D. Act. The Management has taken contradictory stands regarding the termination of the service of the workman. On the one hand it has been alleged that the name of its workman was struck off from the muster sheet on the grounds of indiscipline, misbehaviour/misconduct and totally neagtive attitude towards the work and on the other hand it has been alleged that the workman abandoned his service and has been on unauthorised absence since 24-2-83. For obvious reasons both these pleadings cannot co-exist. It is, therefore, clear that either of the two pleadings is clearly false. Now, if the workman had been removed on the basis of indiscipline/misbehaviour etc., it was incumbent upon the Management to serve a charge sheet upon the workman and give him a sufficient opportunity to explain his conduct and lead evidence in defence in accordance with the principles of natural justice. However, nothing of the sort has been done. Therefore, this plea is not available to the Management. This plea is also falsified by the certificate issued by Shri Rajiv Chandra Dy. C.M.E. to the workman to the following effect :

"This is to certify that Shri Harish Chander S/o Shri Shiv Dutt, Resident of 182-A/4, Basant Lane, Railway Colony, Pahar Ganj, New Delhi is known to me for the last over two years. To the best of my knowledge he bears a good moral character.

I wish him a success.

Sd/-

(Rajiv Chandra)"

The plea of abandonment and unauthorised absence is clearly an after thought because this plea was never raised in the conciliation proceedings before the ALC (Central), Delhi as in apparent from the document Ex. W-4. Moreover, the allegation of unauthorised absence appears to be factually wrong because shortly after the termination of his services the workman raised industrial dispute before the Labour Authorities as is clear from the letter dated 26-3-83 Ex. W-1 from the Labour Enforcement Officer (Central) addressed to the Dy. C.M.E. of the respondent. As this letter is dated 26-3-83 the dispute must have been raised earlier to that. The workman has placed on record A.D. receipt Ex. W-3 which had been acknowledged in the office of the respondent on 2-3-83 and this indicates that the workman had raised his dispute at least before 2-3-83. From the foregoing discussion it becomes clear that the Management has raised palpably false pleas and this tendency on the part of the Government undertakings must be deprecated.

6. It is not disputed that the Management neither served any notice nor paid any wages in lieu of notice nor paid any compensation as contemplated under section 25-F of the I.D. Act. Hence the action of the Management is clearly illegal and void ab initio. It is directed that the workman shall be reinstated with continuity of service and with full back wages.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.
28th August, 1987.

G. S. KALRA, Presiding Officer
[No. L-41011/37/84-D. II(B)]

का. आ. 2807:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सिविल एयरोड्रोम, राजकोट के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अतिक्रमण, अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8 सितम्बर, 1987 को प्राप्त हुआ था।

S.O. 2807.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Ahmedabad in the Industrial Dispute between the employers in relation to the management of Civil Aerodrome, Rajkot and their workmen, which was received by the Central Government on the 8th September 1987.

BEFORE SHRI A. N. RAM, INDUSTRIAL TRIBUNAL, AHMEDABAD

Ref. (ITC) No. 3 of 85

Adjudication

BETWEEN

Civil Aerodrome, Rajkot;

AND

The workmen employed under it.

In the matter of the workmen's demand regarding termination of service of one Shri Ahmed Alibhai Khokhar, Chowkidar.

APPEARANCES :

Shri R. A. Patel and Shri Z. K. Saiyed Government Pleaders, City Civil Court, Ahmedabad for the First Party.

Shri H. K. Rathod, Advocate for the workmen.

AWARD—Part-II (FINAL)

This dispute between the Civil Aerodrome, Rajkot and their workmen, has been referred to this Tribunal by the Government of India, Ministry of Labour/Rehabilitation, Department of Labour Order No. L-11012(8)/83-D.II(B), dated 12-12-1984, read with Corrigendum No. L-11012(8)/83-D.II(B), dated 5th March, 1986. The dispute pertains to the termination of the services of one Shri Ahmed Ali Bhai Khokhar, Chowkidar. The exact terms of reference are as under :—

“Whether the action of the Administration of the Civil Aerodrome, Rajkot in terminating the service of Shri Ahmed Ali Bhai Khokhar, Chowkidar is justified? If not, to what relief the employee is entitled to and from what date?”

2. On behalf of the workmen, the statement of claim was filed on 11-10-85 (Ex. 5). The First Party Civil Aerodrome had filed certain preliminary objections (Ex. 9) challenging the jurisdiction of this Tribunal to try and entertain the reference made to this Tribunal. It was inter alia stated that the First Party is not an ‘Industry’ under the Industrial Disputes Act. It was further stated that the workman concerned in the Reference was not a ‘Workman’ within the meaning of the term under the I.D. Act, 1947. The parties were fully heard on the preliminary issues raised by the First Party, and this Tribunal passed an Award Part-I on 22nd November, 1985 rejecting the contentions of the first party. The matter was then proceeded with on merits.

3. In the statement of claim (Ex. 6) it has been stated that the workman had joined the services under the First Party on 26-8-80 as a Chowkidar and that he was removed from service on 1-3-1983; that there was no misconduct on his part; that no notice pay or retrenchment compensation had been given; that there has been a violation of the provisions of Section 25F of the I.D. Act. It has, therefore, been urged that the termination is illegal and that the workman should be reinstated with full back wages.

4. After the passing of Award Part-I, the First Party filed its written reply on 27-3-87 (Ex. 18). It has been inter alia stated that the workman was initially appointed temporarily as Daily-Wages Chowkidar with effect from 26-8-80; and that appointment was renewed every month; that he was appointed in a leave vacancy for 80 days on 8-8-81. It has been further stated that one of the staff members Mr. Rustam Khan who was attendant in the Establishment expired on 9-12-1981 and his wife had represented before the authority to appoint her son Mr. Yusuf Khan in the vacancy of Chowkidar and that Shri Rustam Khan's son was appointed in place of the workman concerned. It has been urged that the termination of the service of the workman concerned is legal and that there is no breach of provisions of law, that the workman is not entitled for any relief as claimed in his statement of claim.

5. On behalf of the workman 14 documents have been brought on record. (Listed at Ex. 20). The workman has given oral evidence before this Tribunal (Ex. 36). On behalf of the First Party one Shri M. S. Ananthakrishnan, a Sr. Aerodrome Officer has given oral evidence (Ex. 38).

6. I have heard the parties fully and I have also gone through the documents on record. Now the workman in his evidence has stated that he had joined the services with the First Party as a Chowkidar on 26-8-80 and that he was removed from service on 1-3-83 and that in each year he had completed 240 days of service; that prior to removal from service he was not given any notice pay or retrenchment compensation; that no enquiry was held against him for any misconduct before he was removed. He has also stated that a new person has been appointed in his place.

7. Shri Ananthakrishnan, who has deposed before this Tribunal on behalf of the First Party has stated that the workman was appointed on a daily wages from 26-8-80; that he was given extension orders every month and his services were terminated on 31-1-87; that he was again employed on 5-3-81 and his services were extended from time to time till 31-7-87; that from 8-8-81 he was appointed on a leave vacancy which continued till 28-2-83. Shri Ananthakrishnan has further deposed that Shri Rustam Khan in whose leave vacancy the workman was kept, had expired and thereafter on a petition made by the wife of the deceased, Shri Rustam Khan's son was appointed on 1-3-83 and accordingly the services of the workman concerned in this reference were terminated on 1-3-83. In cross-examination Shri Ananthakrishnan has admitted that no advance notice was given to the workman concerned before removing him from service; that no notice pay or retrenchment compensation was given to him. He has further admitted that the person employed in place of the workman concerned is a new person. He has also stated that no stigma is attached to the removal of the workman concerned from service and that the post in which he was working in leave vacancy was a permanent post.

8. The documents produced at Ex. 20 more or less confirm that Shri Ananthakrishnan has deposed before the Tribunal. From the above it appears that the workman was initially appointed on 26-8-80 for a period of 30 days and this appointment was extended

from time to time till he was terminated with effect from 31-1-81. Thereafter by an order dated 6-3-81 the workman was re-appointed with effect from 5-3-81 and he continued without any break till he was finally removed on 1-3-83. It is very clear that even after his re-appointment from 5-3-81 he has completed more than 240 days of service. He has not been given any notice, or pay in lieu of notice and retrenchment compensation before he was terminated. He has not been removed for any act of misconduct. In the case of State Bank of India vs. Shri N. Sundara Money (1976 1-LLJ—478) the Supreme Court has observed:—

“Termination... for any reason whatsoever are the key words. Whatever the reason, every termination spells retrenchment. So the sole question is—has the employee's service been terminated? Verbal apparatus apart, the substance is decisive. A termination takes place where a term expires either by the active step of the master of the running out of the stipulated term. To protect the weak against the strong this policy of comprehensive definition has been effectuated. Termination embraces not merely the act of termination by the employer, but the fact of termination howsoever produced... True, the section speaks of retrenchment by the employer and it is urged that some act of volition by the employer to bring about the termination is essential to attract S. 25F and automatic extinguishment of service by efflux of time cannot be sufficient... Words of multiple import have to be winnowed judicially to suit the social philosophy of the statute. So scanned we hold that the transitive and intransitive senses are covered in the current context. Moreover, an employer terminates employment not merely by-passing an order as the service runs. He can do so by writing a composite order, one giving employment and the other ending or limiting it. A separate, subsequent determination is not the sole magnetic pull of the provision. A pre-emptive provision to terminate is struck by the same vice as the post appointment termination. Dexterity of decision cannot defeat the articulated conscience of the provision.”

Again in the case of Mohanlal vs. Bharat Electronics Ltd. (1981, LAB IC p. 806) the Supreme Court has observed :—

“Niceties and Semantics apart, termination by the employer of the service of workman for any reason whatsoever would constitute retrenchment except in cases excepted in the section itself. The expected or excluded cases are where termination is by way of punishment inflicted by way of disciplinary action, voluntary retirement of the workman, retirement of the workman, retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf and termination of the service of a workman on the ground of continued ill-health.”

Thus, the removal of Shri Ahmed Ali Bai Khokhar from service by the 1st party is clear case of retrenchment is evident from the evidence on record. The First Party has however not followed the mandatory provisions of Section 25F of the I.D. Act, 1947. Therefore, as held by the Supreme Court in the case of State of Bombay vs. Hospital Mazdoor Sabha, 1961 1-LLJ—p. 251, the non-compliance of the mandatory provisions of Section 25F of the I.D. Act, 1947 will make the retrenchment invalid and inoperative. It was tried to urge on behalf of the 1st party that the workman concerned was appointed on a purely temporary basis and he had no right of permanency etc. In this connection, it may be stated that the Madras High Court in the case of English Electric Co. of India Ltd. vs. Industrial Tribunal and another (1987 1 LLJ p. 141) while dealing with the case of termination of casual employees has observed :—

“With respect to the learned Judge we may point out that the fact that a casual employee has put in 240 days of service does not automatically entitle him to the status of a permanent employee though it cannot be disputed that in such a case the termination as such of his employment has to be in accordance with the provisions of Section 25-F of the Act. Therefore, the question as to whether the services of a casual employee have been terminated and if so whether there is compliance with the provisions of Section 25-F of the Act in the case of casual employees who have put in 240 days service, cannot be clouded by the notion that such an employee has acquired a permanent status.”

Therefore it is clear that the provisions of Section 25 are attracted even in the case of casual employees. There is no reason why it should not be attracted in case of temporary employees. This counters the pleadings made on behalf of the 1st party. Thus the removal of the workman from service is retrenchment and since the first party has violated the mandatory provisions of Section 25, the termination is void ab-initio. It is also an admitted position that a new person was appointed in the resulting vacancy.

Now it is pertinent to point out that in the case in question the First Party has not produced any evidence to show that the workman concerned in the reference was gainfully employed during the interim period. The workman in his evidence before the Tribunal has stated that he has been unemployed ever since he was removed from service by the first party. Therefore the issues are answered as follows :

1. The action of the administration of the Civil Aerodrome, Raikot in terminating the service of Ahmed Ali Bai Khokhar, Chowkidar is void ab-initio and inoperative.
2. The workman concerned shall be deemed to continue in service with all consequential benefits, namely full back wages and other benefits.

I, therefore, direct that Shri Ahmed Ali Phai Khokhar should be taken back in service and be paid full back wages and other benefits. The arrears payable

to the workman arising as a result of these directions shall be given to him within 3 months of the coming into operation of this Award. The workman shall be paid by the First Party costs estimated at Rs. 500 (Rupees five hundred only).

A. N. RAM, Industrial Tribunal
[No. L-11012/8/83-D-II(B)]

Ahmedabad, 14th August, 1987.

नई दिल्ली, 25 सितम्बर, 1987

का. आ. 2808:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय खाद्य निगम के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-9-87 को प्राप्त हुआ था।

New Delhi, the 25th September, 1987

S.O. 2808.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Food Corporation of India and their workmen, which was received by the Central Government on the 14th September, 1987.

BEFORE SHRI M. K. BANSAL, PRESIDING OFFICER, CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 23/86

PARTIES :

Employers in relation to the management of Food Corporation of India—Regional Office—Punjab.

AND

Their workman.—Raju Ram.

APPEARANCES :

For the workman.—Shri P. K. Singla.

For the management.—Shri N. K. Zakhmi.

INDUSTRY : FCI STATE : Punjab

AWARD

Dated 8-9-1987

Vide Central Government Gazette Notification No. L-42012(4)/85-D.V. dated 31-1-1986 the following dispute was referred to this Tribunal for decision under Section 10(1)(d) of the Industrial Disputes Act 1947 which is as under :

“Whether the action of the management of Food Corporation of India in not promoting Shri Raju Ram, Dusting Operator as Picker while promoting his junior Shri Ghurnam Singh, son of Shri Amar Singh is just. If not to

what relief is the worker entitled to and from what date?”

2. The facts of the case of the above reference need not be reproduced because workman vide his statement dated 8-9-87 admitted that he has been given promotion by the FCI so he is not interested to prosecute the present reference. Hence reference is returned having not been prosecuted by the workman as his claim has been fully satisfied. Reference is returned accordingly.

Chandigarh :

Dated : 8-9-1987.

M. K. BANSAL, Presiding Officer
[No. L-42012/4/85-D.V.]

का. आ. 2809:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, फूड कारपोरेशन ऑफ इण्डिया के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-9-87 को प्राप्त हुआ था।

S.O. 2809.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Chandigarh, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Food Corporation of India and their workmen, which was received by the Central Government on the 14th September, 1987.

BEFORE SHRI M. K. BANSAL, PRESIDING OFFICER, CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 62/86

PARTIES :

Employers in relation to the management of Food Corporation of India Regional Office Haryana.

AND

Their Workman : Vijay Kumar Kaushik.

APPEARANCES :

For the Workman.—None.

For the Management.—Rattan Chand.

INDUSTRY : FCI STATE : Haryana

AWARD

Dated 8-9-1987

Vide Central Government Notification No. L-42012/23/85-D.V. dated 18th November 1986 the following dispute was referred to this Tribunal for decision under Section 10(1)(d) of the Industrial Disputes Act, 1947 which is as under :

"Whether the action of the Food Corporation of India, Chandigarh in dismissing Shri Vijay Kumar Kaushik AG-II(D) from service is justified and in order? If not to what relief is the workman concerned entitled to and from what date?"

2. Workman in the statement of claim contended that he was permanent employee and he has been dismissed from service on the basis of the inquiry which was not properly conducted. So he alleged that his termination is void.

3. The management in their reply alleged that inquiry was fair and proper.

4. The case thereafter was adjourned for evidence of the work but workman did not appear since the receipt of the reference. Only his claim was received by post. Notices were issued many times to the workman to come. Last notice issued by regd. post have been served him personally on 22-8-1987. In view of the above I am satisfied the workman, is not interested in prosecuting the present reference. So the same is answered against the workman.

Chandigarh :

Dated : 8-9-1987.

Sd/-

M. K. BANSAL, Presiding Officer
[No. 'L-42012/23/85-D.V.]

का. आ. 2810:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बियास कन्स्ट्रक्शन बोर्ड (पावर विंग) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 2810.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Chandigarh, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Beas Construction Board (Power Wing) and their workmen, which was received by the Central Government on the 14th September, 1987.

BEFORE SHRI M. K. BANSAL, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 40/86

PARTIES :

Employers in relation to the management of Beas Construction Board, Nangal Township.

AND

Their workman.—Jeet Ram.

APPEARANCES :

For the workman.—Shri R. K. Singh.

For the management.—Shri Shingara Singh.

AWARD

Dated 7th September, 1987

Vide Central Government Notification No. L-42012(34)/84-D. II(B) dated 26th May, 1986 following dispute was referred to this Tribunal for decision under Section 10(1)(d) of the Industrial Disputes Act, 1947 :

"Whether the action of the erstwhile employer, the Executive Engineer, Stores and Transport Division (Power Wing) Beas Construction Board, Nangal Township, New XAN DPH Division BCB(PW) Slaper-HP in terminating the services of Shri Jeet Ram son of Shri Kartar Ram T[Mate]Chowkidar, then working in Stores and Transport Division(PW) Nangal Township w.e.f. 1-10-84 is justified and in order? If not, to what relief is the workman concerned entitled to and from what date?"
(vide corrigendum dated 10-12-1986 the date was corrected from 1-10-1984 to 1-10-1983.)

2. The case of the workman is that he was employed as skilled Mazdoor on daily wages on 11-9-79 and continued to work till 31-8-1982. That w.e.f. 1-9-82 he was promoted as work charge T. Mate[Chowkidar] till 30-9-83. That his services were terminated w.e.f. 1-10-1983 without payment of any retrenchment compensation. That person junior to the workman have been retained in service. So it was alleged that termination is void and he claimed re-instatement with back wages.

3. The management in their reply alleged that workman was employed on daily wages from 11-9-79 to 31-8-82. That he was appointed as T. Mate as fresh candidate w.e.f. 1-9-82 for a period of one year. That workman himself abandoned his service and did not apply for extension after 30-9-1983. That workman being employed on contract basis for one year was required to apply for extension of his services. That as workman did not report for duty so it is the case of abandonment. It was admitted that juniors to the workman are retained in service.

4. In suport of their respective allegation workman placed his affidavit W1 on the file and management also placed affidavit M1 on the file. Workman admitted that he received no termination order. That he applied for extension before the 'A' but it was torn by him. Management's witness Shri Shingara Singh SDO state that services of workman were not terminated. He also admitted that circular W2 as issued by their department.

5. The facts of the case are not in dispute. Appointment of the workman on daily wages from 19-9-79 to 31-8-1982 is admitted. Appointment of the workman as workcharge T. Mate on contract basis for one year from 1-9-1982 to 30-9-1983 is also admitted. The dispute is whether workman abandoned his services or his services were terminated. The management has not placed on the file the attendance register to show that workman did not report for duty and was marked absent. According to the workman the XAN refused to give him extension. No affidavit of the XAN concerned have been placed on the file. On the contrary it is the case of the workman that his services were terminated. It is the case of the management in reply that it was for the workman to seek extension of his services after 30-9-1983. That it was for the workman to move the application for the said purpose which he did not move. This averment in writ on reply shows that management was not prepared to keep the workman unless he sought extension. So in the above it will be presumed that on 30-9-1983 according to management the services of the workman came to an end being on contract basis for one year. It is settled law that termination of services for any reason is retrenchment, so termination of services of workman in the present case will also be retrenchment. As in the present case no retrenchment compensation was paid and juniors to the workman have been retained so it will be held that retrenchment is void.

6. For the reasons detailed above, it is held that order of termination of workman's service from 1-10-1983 is void. Workman is entitled to re-instatement from back date i.e. 1-10-83 with full back wages. In a way reference is answered in favour of the workman and against the management.

Chandigarh :

Dated : 7-9-1987.

M. K. BANSAL, Presiding Officer
[No. L-42012/34/84-D. II(B)]

का. आ. 2811.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार माडल स्कूल फार मेंटेलि डेफिशेंट चिल्ड्रन के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-9-1989 को प्राप्त हुआ था।

S. O.2811:— In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur, in the industrial dispute between the employers in relation to the management of Model School for Mentally Deficient Children and their workmen, which was received by the Central Government on the 9th Sept, 1987.

BEFORE SHRI ARJAN DEV PRESIDING
OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR
COURT, KANPUR.

Industrial Dispute No. 82 of 1984.

In the matter of dispute

BETWEEN

Shri Mukhram Prasad Mourya
C/o New Delhi General Mazdoor Union
B-89 Gulmohar Park,
New Delhi.

AND

The Principal
Model School for Mentally Deficient Children
Kasturba Niketan
Lajpat Nagar
New Delhi

APPEARANCE

Shri R. L. Manocha representative for the
Management

And none for the workman.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-42011/6/85-D. II(B) dt., 17th June, 1987, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Model School for Mentally Deficient Children in terminating the services of Sh. Mukh Ram Prasad Mourya Chowkidar from 2-10-84 vide order dt., 29-9-84 is legal and justified ? If not, to what relief the workman is entitled.

2. On receipt of the above reference on 22-6-87 by this Tribunal, notice was issued to the parties in pursuance of order dt. 4-7-87, fixing 13-8-87, for filing the respective claim statement complete with relevant documents, list of reliance of witnesses. On 13-8-87, workman was not present in the instant case and ultimately 3-9-87, was fixed for filing the statement of claim. Notice to this effect was sent to the workman by post, but despite notice none appeared from the side of the workman to file claim statement in the case. On 3-9-87 one Shri R. L. Manocha appeared from the side of the management.

3. Thus in these circumstances and keeping in view the above facts, it appears that the applicant is not interested in prosecuting the case, hence, no claim award in the instant case is being given.

3. Award is made accordingly.

ARJAN, DEV, Presiding Officer.
[No. L-42011/6/85-D. II(B)]
HARI SINGH, Desk Officer.

नई दिल्ली, 24 सितम्बर, 1987

AWARD

का. आ. 2812---औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व परियोजना अधिकारी, नन्दिरा कोलियरी आफ सेंट्रल कोल फील्ड्स लिम., तलचर के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-87 प्राप्त हुआ था।

New Delhi, 24th September, 1987

S.O.281.2—In pursuance of section of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Project Officer, Nandira Colliery of Central Coalfields Limited and their workmen, which was received by the Central Government on the 8th September, 1987.

INDUSTRIAL TRIBUNAL ORISSA,

BHUBANESWAR

PRESENT ,

Shri R.N. Panda, M.A. LL.B.,
Presiding Officer, Industrial Tribunal, Orissa,
Bhubaneswar.

Industrial Dispute Case No. 2 of 1985 (Central)
Dated Bhubaneswar, the 29th August, 1987

BETWEEN

The Management of Project Officer,
Nandira Colliery of Central Coalfields Limited,
Talcher.

..First Party

AND

Sri Tripura Pradhan, Loader,
Represented through Sri P.C. Sahu,
President, Orissa Coalfields Labour,
At/P.O. Deulbera Colliery, Dist. Dhenkanal.

..Second Party.

APPEARANCES :

Sri P.B.K. Rao, Personnel Manager
..For the First Party.

Sri P.C. Sahoo, President of the Union.
..For the Second Party

1. This is a reference under section 10(1) of the Industrial Disputes Act 1947 made by the Central Government vide its Order No. L-19012(46)/84-D.IV (B) dated 12th March, 1985 for adjudication of a dispute mentioned in the schedule of reference which runs as follows :—

“Whether the action of the management of the Project Officer, Nandira Colliery of Central Coalfields Limited, Talcher in Terminating the services of Sri Tripura Pradhan, Loader with effect from 24/25-2-84 is legal and justified ? If not, to what relief the workman is entitled ?”

2. The case of the workman is that he was appointed as a piece-rated underground Loader in the Talcher Colliery in the year 1963 and continued to work as Nuch till 24-7-75 and thereafter transferred to the Nandira Colliery with the assurance to be provided with time-rated job instead of piece-rated job as a Loader. But at Nandira Colliery he was not provided alternative job. He was pressed to work as a piece-rated in violation of the above said Obligations by the Management. The workman continued to work as Loader and as the Management did not provide sufficient tubs and other arrangements, the Loaders as a whole and particularly the workmen was agitating against the odds and inconvenience as a result of which the Management took the hostile attitude. The workman reported sick before the Medical Officer, Nandira Colliery and obtained some curative medicines as there was no indoor treatment and he left for his home which is about 25 kms. distance from the place of work. There he suffered acutely and immediately reported to the Medical Officer, Angul Sub-Divisional Govt. Hospital for relief from 10-11-83 to 12-12-83. Thereafter he presented before the Medical Officer, Nandira Colliery to produce before him his fitness/Medical certificate for provision of work. The Manager and the Project Officer in close collusion and concerted manner chased the workman who explained his position. He signed on a paper written in English. He was served with a charge sheet in English in presence of few officials. He was helpless to defend his case then and there. On 21-2-84 the workman took shelter in the office of the Orissa Coalfields Labour Union for necessary help with all necessary instructions and document which were with him. The matter was considered as an existing industrial dispute arising out of the wrongful of work by the Management since 26-12-83. The Management did not appear before the conciliation officer. The afterthought pleas of the Management

that the workman was found guilty of the charges of habitual absentism are vague, baseless and not in accordance with the provisions of law. The Management has not adopted proper procedure in passing the order of termination of service. The action of the Management is not only illegal but also unjustified and arbitrary.

3. The case of the First Party (Management) is that the reference as made is not maintainable. The workman, it is submitted, has filed the written statement basing on incorrect and misleading facts. There has been a deliberate attempt throughout to suppress the truth and prejudice the case of the Management. It is denied that the workman was transferred to Nandira on or after 24-7-75 with assurance to provide him with time-rated job instead of piece-rated Loader. The allegations of the workman that after reporting sick to the Medical Officer, Nandira Colliery on 7-11-83 and after obtaining some curative medicines he left for his home and reported to the Medical Officer at Angul Sub-Divisional Hospital for relief have been denied. The Management has a full-fledged Regional Hospital with 56 beds at Talcher at a distance of 12 kms. from Nandira Colliery where all medical facilities, indoor and outdoor and diagnosis and treatment by specialists in different branches of medical science are available. Besides every dispensary including the one at Nandira is attached with ambulance services. As such, there was basically no necessity for the workman, if he was at all in need of any additional treatment or specialised treatment, to run to Angul Hospital. It is further denied that the workman after reporting to the Medical Officer at Nandira dispensary on 7-11-83 and getting him enlisted in the sick list, has reported to the Dispensary for further treatment. The workman did not inform the Project authorities about the cause of his absence from duty. The real facts according to the Management are that the workman, a Badli Loader was habitually remaining unauthorisedly absent from duty without sufficient cause. In the year 1981, he attended duty only for 142 days, in 1982 for 168 days and in 1983 for 124 days till his case was taken up for disciplinary action and in all the remaining working days of the years he remained unauthorisedly absent. In the month of October, 1983, he remained unauthorisedly absent for about 13 days and in November, 1983 he reported sick at Nandira Colliery Dispensary run by the Management. On 7-11-83 and since 8-11-83 he did not even report to the said dispensary any further. His name was struck off from the sick list on 25-11-83. On 7-11-83, when he reported at Nandira Dispensary he was prescribed some medicines and he was therefore to report again, if he was not cured. But he did not turn up. Otherwise also, he was to report to the Medical Officer for examination and to find out whether he became fit to resume his duties or to continue sick. But he

never cared to do so. As the workman was unauthorisedly absent from duty since 8-11-83 and he was in the habit of unauthorisedly remaining absent, on 22/23-11-83, specific charges were framed against him and explanation was called for and he was called for and the letter containing the charges was sent to him by Registered Post. The postal cover was returned undelivered. The Project Officer who is the disciplinary authority appointed Sri N.D. Ramaiah, Executive Engineer (E & M) as Enquiry Officer to enquire into the charges, copy of which was duly sent to the workman. The Enquiry Officer issued a Memo dated 26/27-12-83 fixing enquiry on 29-12-83 and accordingly issued copy of the same to the Management representative, the workman and others. On 29-12-83 the workman did not turn up inspite of notice. The enquiry was adjourned to 30-1-1984 with due notice to all concerned including the workman. On 13-1-84 the workman duly attended the enquiry along with his co-worker. Thereafter on different dates the Enquiry Officer duly conducted enquiry into the charges in the presence of the workman and his co-worker representing him in the enquiry. The enquiry was conducted strictly in accordance with the principles of natural justice, where the workman was given adequate opportunity to defend his case. On conclusion of the enquiry, the Enquiry Officer submitted his report containing the findings in respect of the charges levelled against the workman. The Enquiry Officer found the workman guilty of the charges. The disciplinary authority after carefully going through the enquiry proceedings, report of the Enquiry Officer, being fully satisfied about the misconduct committed by the workman, agreed and accepted the findings of the Enquiry Officer and passed the order terminating the services of the workman. The order of termination is proper, legal and justified.

4. This Tribunal by its order dated 11-6-85 held that the domestic enquiry held in the present case is neither fair nor proper. The Management has been permitted to adduce evidence on merits.

5. The only question for consideration in this case is whether the workman as provided in Standing Order No. 17 of the Certified Standing Order of the Management remained continuously absent without permission and without satisfactory cause for more than 10 days so as to hold him guilty of misconduct thereby visiting him with the extreme penalty of termination of his service. It is the case of the workman that he reported sick in the dispensary of the Management on 7-11-83, and obtained some curative medicine. His further case is that as there was no indoor treatment provision in the dispensary, he left for his home situated at a distance of 25 kms. There he suffered acutely and reported to the Medical

Officer, Angul Sub-Divisional Government Hospital for relief from 10-11-83 to 12-12-83. The Management has disputed the case of the workman that he had reported before Medical Officer, Angul Sub-Divisional Hospital for his treatment. It is however the case of the Management that the workman had reported to the Medical Officer at Nandira Dispensary on 7-11-83 and got him enlisted in the sick list. But from 8-11-83 he did not report either to the Nandira dispensary or to duty. He also did not inform the Project Authority about the cause of his absence from duty. In this connection it is also stated that even if his statement for his treatment in Angul Sub-Divisional Hospital is true, he should have intimated the Management which he did not do. There is no dispute that the Management issued the chargesheet relating to the unauthorised absence on 22-11-83. It would thus appear that the workman absented from 8-11-83 to 22-11-83 which is the basis of the charge. The question therefore basis down to this :—

Whether there was satisfactory cause for the workman who had absented from duty during this period of 15 days. In support of his illness the workman had produced a medical certificate issued by the Sub Divisional Medical Officer, Angul which was marked as Ext. 2 during the domestic enquiry. The same certificate has been marked as Ext. 11 in this proceeding on behalf of the Management without any objection. The genuineness of this medical certificate is however challenged by the Management on the grounds that the certificate does not bear O.P.D. number or indoor ticket number and the signature of the doctor who issued the certificate has not proved, the signature of the workman also does not find place in the certificate and that the doctor has not been examined in this case nor any register has been brought from Angul Hospital to prove that the workman was treated either as indoor or outdoor patient from 10-11-83 to 26-11-83. The Management having itself got the certificate exhibited in the case, it was no more the duty of the workman to call the concerned doctor to prove the said certificate. Once the certificate is admitted into evidence without objection from either of the parties it is too late for the Management to contend that the certificate is not a genuine one. If the Management would not have admitted the documents, the entire burden of proving the certificate and its genuineness could have rested on the workman. The workman can therefore rely on the said certificate. This certificate clearly shows that the workman Tripura Pradhan was under the treatment from 10-11-83 to 26-11-83 for irregular fever, and he was advised rest and treatment during that period. The oral evidence of the workman is that he was sick and was under the treatment of the doctor, Angul Hospital. After coming round, he

produced medical certificate from the Angul doctor and wanted to join his duty. But he was not allowed to join in his duty. He has denied that he absented himself from duty unauthorisedly for more than 10 days. From his cross-examination it has been elicited that on 7-11-83 he had reported sick at Colliery Dispensary. He was an indoor patient there for two days. Returning home he again fell ill and came to the Sadar Hospital, Angul as it was nearer to his village. It is further elicited from his cross-examination that he was under the treatment in the Sadar Hospital and again he moved to the Colliery Hospital. I do not find anything in his evidence to indicate that he is deposing falsehood and that he was not sick during the period in question. In my opinion therefore, the absence of the workman from duty during the period from 8-11-83 to 22-11-83 was on account of his illness, which is a satisfactory cause. It cannot therefore be held that the workman remained absent from duty without satisfactory cause for more than 10 days as provided in clause (n) of the Standing Order No. 17 of the Company.

6. The other charge against the workman is that he had previously remained absent and was a habitual absentee. It is stated that he worked for 142 days in the year 1981 and 109 days in the year 1982 and 124 days in the year 1983. This has been proved by the entries (Exts. 7/1, 7/2, and 7/3). The fact however remains that for the absence during the year 1981-82 the Management had not taken any action and it may be presumed that it had condoned the prior absence. In fact in the chargesheet it was only vaguely stated that from the records it had been ascertained that the workman was a habitual absentee. Unless the period of absence are specified it could not be possible for the workman to have explained the prior absence from duty which the Management had earlier condoned. Taking all the circumstances into consideration I am inclined to hold that the charge of misconduct has not been established.

The action of the Management in terminating the Services of the workman with effect from 25-2-84 is neither legal nor justified. The workman is entitled to be reinstated in service with full back wages.

7. An Award is accordingly passed.
Dt. 29-8-87.

R.N. PANDA, Presiding Officer,
[No. L-19012/46/84-P-IV(B)]
R.K. GUPTA, Desk Officer

नई दिल्ली, 25 सितम्बर, 1987

का.आ. 2813.—केन्द्रीय सरकार, न्यूनतम मजदूरी अधिनियम, 1948 (1948 का 11) की धारा 25 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, कलकत्ता पत्तन न्यास (जिसे इसमें आगे पत्तन न्यास कहा गया है) के अधीन जलयानों, तट केन्द्रों और सर्वोक्षण

पाटियों में काम करने वाले कर्मचारियों की सेवा शर्तों की बाबत बनाए गए विशेष विनियमों को ध्यान में रखते हुए, यह निदेश देती है कि इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से दो वर्ष की अवधि के लिए, उक्त अधिनियम की धारा 13 और 14 के उपबंध उक्त कर्मचारियों को निम्नलिखित शर्तों के अधीन रहते हुए लागू नहीं होंगे, अर्थात् :—

- (1) पत्तन न्यास उक्त विनियमों को अंग्रेजी भाषा में और उस भाषा या भाषाओं में, जिसे बहुसंख्या के कर्मचारी समझते हों, एक पुस्तिका के रूप में प्रकाशित करेगा;
- (2) पूर्वोक्त विनियमों में कोई संशोधन करने से पूर्व, पत्तन न्यास प्रस्तावित संशोधनों की जानकारी सम्बद्ध कर्मचारियों को सूचना द्वारा देगा जो पत्तन न्यास के कार्यालय के सूचना पट पर लगाई जाएगी और ऐसी सूचना के बीस दिन के भीतर उसके संबंध में ऐसे व्यक्तियों से, जिनके उससे प्रभावित होने की संभावना है, प्राप्त सुझावों पर विचार करेगा;
- (3) उपर्युक्त शर्त (1) में निर्दिष्ट पुस्तिका की एक प्रति और उसके प्रत्येक संशोधन की एक प्रति प्रत्येक सम्बद्ध कर्मचारी को दी जाएगी ;
- (4) पत्तन न्यास प्रत्येक सम्बद्ध कर्मकार के लिए प्रति वर्ष 52 विश्राम दिवस सुनिश्चित करेगा और इस संबंध में एक रजिस्टर रखेगा।

[एस. 32014/1/87—डब्ल्यू सी (एम डब्ल्यू)]

ए.के. लूथरा, उप सचिव

New Delhi, the 25th September, 1987

S.O. 2813.—In exercise of the powers conferred by the sub-section (2) of the Section 26 of the Minimum Wages Act, 1948 (11 of 1948) the Central Government, having regard to the special regulations that have been framed in respect of the service conditions of employees working in vessels, shore stations and survey parties under the Calcutta Port Trust (hereinafter referred to as the Port Trust) hereby directs that the provisions of Section 13 & 14 of the said Act shall not apply to the said employees for a period of two years with effect from the date of the publication of this notification in the Official Gazette subject to the following conditions, namely :—

- (i) The Port Trust shall publish the said regulations in a pamphlet form in the English language & in the language or the languages understood by the majority of the employees;
- (ii) before making any amendments to the aforesaid regulations, the Port Trust shall inform the employees concerned, by notice to be put up on the Notice Board in the Office of the Port Trust of the proposed amendment and shall consider any suggestions that may be made in respect thereof by persons likely to be affected thereby within 20 days of such notice;
- (iii) a copy of the pamphlet referred to in condition (i) above and copy of every amendment thereto shall be supplied to each employee concerned; and
- (iv) the Port Trust shall ensure at least 52 rest days to each concerned workman every year and will maintain a register in this regard.

[S-32014/1/87-W.C.(MW)]
A. K. LUTHRA, Dy. Secy.